AO 367
(Rev. 3/24)

SECTION A — SOLICITATION / OFFER / ACCEPTANCE

1. Solicitation No.	2. Date Issued	3. Award No.
0420-27-S023	**07/01/2026**	

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 **05:00 PM** *(hour)* local time **08/03/2026** *(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 use, mental health, and/or sex offender treatment services. A vendor must be capable of providing services within a geographic area encompassing Orangeburg County.

Section B is generic and used nationwide to procure the particular needs of each U. S. Probation/Pretrial Services Office. An asterisk * indicates a requirement line item which has been modified under "Local Services." 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.

A Non-Competitive Purchase Order (NCPO) cannot exceed $10,000 . The term for this NCPO is not to exceed twelve (12) months within the fiscal year. Note: the fiscal year for the federal Government begins on October 1 of one calendar year through September 30 of the next.

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.

DRUG TESTING:

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

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X	1011	Urine Collection, Testing and Reporting	1 **Unit: Price: per specimen**	

SUBSTANCE USE SERVICES :

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X	2000	Case Management Services (Substance Use)	1 **Unit: per 30-minute session**	

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X	2011	Substance Use Assessment	1 **Unit: per report**	

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

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

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE

X	2030	Substance Use Family Counseling	1 **Unit: per 30-minute session**	

TRANSPORTATION EXPENSE:

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X	1201	Administrative Fee	Unknown **Unit: unknown**	5% of amount distributed under pc 1202

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X	1202	Transportation Expenses	Unknown **Unit: unknown**	Actual cost

REIMBURSEMENT/COPAYMENT:

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X	1501	Administrative Fee	Unknown **Unit: 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 on the Probation Form 45. During treatment, the United States Probation or Pretrial Services Officer may issue amended Probation Form 45's to reflect any changes in the service requirements. The USPO/USPSO will notify the vendor in writing via Probation Form 45 when services are to be terminated. 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 in the written report.

B. The services to be performed are specified in Sections B and C of this agreement. The vendor shall comply with all requirements and performance standards of this agreement to ensure the effective and efficient delivery of services. The vendor is responsible for their knowledge of the agreement and shall adhere to these standards to maintain the quality and integrity of the authorized services.

C. The judiciary will refer defendants/persons under supervision on an "as needed basis." The judiciary does not guarantee referrals for a specific quantity of services or a specific number of persons.

DEFINITIONS

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

B. **"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.

C. **"Contracting Officer"** (i.e. CO) means the 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 their written authority.

D. **"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.

E. **"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.

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

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

H. **"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.

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

J. **"Probation Form 45"** is the referring document submitted by the USPO/USPSO per defendant/person under supervision that outlines only those services the vendor is authorized to provide and invoice to the Judiciary. It should be noted the Probation Form 45 only requires the signature of the referral agent.

K. **"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 telehealth was provided including the means in which the session was provided (teleconference, video conference, internet). This document accompanies the monthly invoice.

L. **"Case Staffing Conference"** is a collaborative meeting involving the officer, the vendor, and when possible, the defendant/person under supervision, to exchange information, identify issues, and ensure the purpose of services is focused on targeting the identified risk and needs of the individual.

M. **"DSM"** is the Diagnostic and Statistical Manual of Mental Disorders and "**ICD**" is the International Classification of Diseases.

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

O. **"AMO"** is the Acquisition Management Office at the Administrative Office of the U.S. Courts.

P. **"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 styles. A copy of the PCRA interpretation report with the identified risk level should be provided to the treatment vendor with the referral for services.

Q. "**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.

R. **"PTRA"** means the Pretrial Risk Assessment, which is an assessment administered by the USPSO with the defendant used to determine failure to appear and new criminal arrests or revocations due to technical violations.

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)

DRUG TESTING

1. Urine Collection (1010)

The vendor shall perform the following procedures related to the collection of urine specimens. The Designee will provide the vendor with the necessary urinalysis collection materials (i.e. Chain of Custody forms, vials, specimen bags, mailing boxes,

mailing labels which include the cost of shipping); however, the vendor is responsible for printer ink, disposable gloves, cleaning agents, coloring agent, etc.

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). The vendor shall document the same in the collector's personnel file and the collector must certify they have received and understand the regulations. 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 biohazards and are familiar with standard precautions for handling bodily fluids.

(3) The vendor shall ensure collector training includes fostering respectful and appropriate interactions with defendants/persons under supervision regardless of gender, race, ethnicity, religion, cultural background, sexual orientation, or other personal characteristics.

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 Designee) 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/commode 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, to ensure it will not leak. The collector shall ensure the container is 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 Designee, 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 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 after the collection process is completed.

(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 conducting direct observation of urine collection 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. Unobserved urine collection should be a rare occurrence and not a general manner of vendor operations. 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. If unobserved collection has not been approved, the vendor shall not invoice for 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 to adulterate the specimen, such as soaps, cleaners, and deodorizers.

(4) Clearly document on the Chain of Custody Form all unobserved collections and document and obvious signs of substitution or contaminants.

(5) When provided by the Designee, 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 if the urine specimen temperature is outside the specified range. To prevent dilute specimens, limit fluid intake by the defendant/person under supervision to no more than 8 ounces per hour.

(7) Place a coloring agent in the commode 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 Designee.

(2) The collector places the specimen and corresponding Chain of Custody Form in the approved shipping container, notifies the shipper/delivery service/courier that specimen(s) are ready to be delivered to the laboratory, and places such containers in the custody of an approved delivery service or courier.

(3) 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 Administrative Office of the U.S. Courts **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 and local or regional on-site laboratories. For districts using a local or regional on-site 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 on-site 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 Designee 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 to submit a urine specimen.

(3) The vendor cannot change a randomly scheduled urine collection time and date without the advance approval of the CO.

(4) At the CO's request, the vendor shall develop and operate an automated notification system for random urine collections, subject to the approval of the CO before use.

j. **Urine Specimen Collection - 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 initials
(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 participants 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 national laboratory contract secured by the Administrative Office of the U.S. Courts. Any confirmation testing completed on urine specimens that have a presumptive positive result shall be done by the national contract testing laboratory. The Designee shall provide supplies and instructions for the shipping and handling of specimens.

l. **Onsite Screening Urinalysis Laboratory**

Urine specimens are analyzed by onsite local or regional 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 and Reporting - Non-Instrumented Drug Testing Devices (NIDTs) (1011):**

Non-Instrument Drug Testing uses methods of urine testing that do not require laboratory instruments for the initial analysis. The device utilized provides an immediate presumptive result. The vendor shall perform the following procedures related to the collection, testing, and reporting of urine specimens using NIDT devices. The Designee will provide the vendor with the necessary urinalysis collection materials (i.e. Chain of Custody forms if applicable, NIDT devices); however, the vendor is responsible for printer ink, disposable gloves, cleaning agents, coloring agent, etc.

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). The vendor shall document the same in the collector's personnel file and the collector must certify they have received and understand the regulations. 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 biohazards and are familiar with standard precautions for handling bodily fluids.

(3) The vendor shall ensure collector training includes fostering respectful and appropriate interactions with defendants/persons under supervision regardless of gender, race, ethnicity, religion, cultural background, sexual orientation, or other personal characteristics.

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 always keep the specimen collection container in view prior to it being sealed.

(c) Complete a NIDT Collection Form (provided by the Judiciary) before a defendant/person under supervision voids.

(d) Collect a minimum of 30 milliliters of urine to allow the laboratory to conduct confirmation testing. 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/commode 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 Judiciary, 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) For presumptive positive specimens, complete the appropriate Chain of Custody form with the defendant/person under supervision. Use a tamper evident tape from the Chain of Custody form across the top of the bottle cap and down the sides of the bottle. The collector or defendant/person under supervision shall initial the tamper tape or label. The collector shall sign the Specimen Collection Statement of The Chain of Custody form and have the defendant person under supervision sign the form. (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) 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 conducting direct observation of urine collection 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. Unobserved urine collection should be a rare occurrence and not a general manner of vendor operations. 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. If unobserved collection has not been approved, the vendor shall not invoice for 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 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 collections and document and obvious signs of substitution or contaminants.

(5) When using NIDTs for unobserved collection of a specimen, perform an adulteration test, including temperature, pH and specific gravity tests, if provided by the Judiciary.

(6) If temperatures strips are provided by the Judiciary, 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 if the urine specimen temperature is outside the specified range. To prevent dilute specimens, limit fluid intake by the defendant/person under supervision to no more than 8 ounces per hour.

(8) Place a coloring agent in the commode 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 to submit a urine specimen.

(3) The vendor shall not change a randomly scheduled urine collection time and date without the advance approval of the CO.

(4) At the CO's request, the vendor shall develop and operate an automated notification system for random urine collections, subject to approval of the CO before use.

h. **Urine Specimen Collection Logs 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)

(2) **Reporting of Results**

The vendor shall coordinate with the CO on the method and format for delivery of results reports at the end of each collection day.

NOTE: Allowing participants 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 follow manufacturer's instructions and demonstrate 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 Judiciary.

(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**.

j. **Specimen Processing**

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

(a) Discard the urine specimen by flushing urine down the commode. 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). NIDT cups/bottles may only be used for shipping with the advanced approval of CO. 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:

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

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

(c) 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).

k. **Urine Specimen Mailing and Storage** (For specimens shipped to the national contract laboratory):

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.

(2) The collector places the specimen and corresponding Chain of Custody Form in the approved shipping container, notifies the shipper/delivery service/courier that specimen(s) are ready to be delivered, and places such containers in the custody of an approved delivery service or courier.

(3) 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.

l. **"No Test" Policy**

For presumptive positive NIDT results, the urinalysis laboratories under national contract with the Administrative Office of the U.S. Courts **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.

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 may 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. **Case Management Services (Substance Use) (2000)**

Case Management Services (Substance Use) is defined as a method of coordinating the individualized care and services of drug and/or alcohol dependent people and is most often utilized in Re-entry/Specialty Courts. Case management services serve as a way of tailoring and linking defendants/persons under supervision to essential services, including but not limited to securing financial benefits, health insurance, health and substance use services. This includes assessing the individual's needs, planning, and securing appropriate services, monitoring progress, and providing support to ensure effective treatment. This service is generally used in conjunction with individual or group counseling (Project Codes 2010, 2020, 2022, 2030, 2040, 2090, 6015, 6026, 6027, 6036).

The vendor shall provide:

Case Management Services (Substance Use) (2000) to defendants/persons under supervision which may include but is not limited to:

(1) Intensive community-based services to maximize the defendant's/person under supervision's access to services and ability to function in the community.
(2) Facilitating service linkage in the community and coordinating integrated services from multiple providers, and monitoring progress (where applicable).
(3) Supportive/problem-solving individual counseling.
(4) Direct service support including assistance with obtaining transportation, housing, financial aid, including but not limited to Medicaid and Medicare, coordinating team meetings, filing application for services (including Social Security and other local assistance programs), escort to appointments, medication compliance, and daily living skill remediation.
(5) Skill-teaching to families.
(6) Crisis intervention.
(7) Attend Re-entry/Specialty Court proceedings and provide verbal and written reports on the defendant's/person under supervision's progress as required by the Court, when applicable (see additional requirements under the Local Services Section).

4. **Substance Use Assessment (2011)**

Treatment for drug use depends on the type of drug and the severity of abuse as well as other factors specific to the individual. The Substance Use Assessment is a comprehensive biopsychosocial assessment and report which shall be conducted by a practitioner who adheres to the standards of practice established by their state's regulatory board. This ensures the practitioner adheres to the highest level of professional conduct, maintains current certification or licensure, and provides services that align with regulatory guidelines and ethical standards.

The substance use assessment should include the following key components:

- **Presenting Concerns:** The main reason for the assessment, including specific concerns related to substance use.
- **Substance Use History and Assessment of Current Needs**: Detailed historical and current information about the type, amount, frequency, and duration of substance use, as well as current daily functioning and the severity of symptoms.
- **Mental Health History and Assessment of Current Needs**: Detailed historical and current information about diagnosis, symptoms and severity, hospitalizations, prescribed medications, and adherence.
- **History of Trauma and Assessment of Current Factors Affecting Treatment:** Use reliable and validated trauma-informed screening and assessment tools to assess the individual's trauma related symptoms and disorders to accurately identify and match appropriate treatment interventions. Examples of screening instruments include but are not limited to: Clinician Administered PTSD Scale for DSM (CAPS-5), Global Psychodrama Screen (GPS), Trauma History Questionnaire (THQ), Trauma Screening Questionnaire (TSQ), Brief Trauma Questionnaire (BTQ), and Life Events Checklist for DSM-5 (LEC-5). Should trauma-related symptoms be identified, the vendor should identify trauma-specific treatment interventions that emphasize empowerment and recovery.
- **Risk Assessment:** Assessment of risk of harm to self or others, including information related to historical suicidal ideation and gesturing, and/or homicidal ideation.
- **Cultural and Spiritual Factors:** Assess the individual's identified cultural background and spiritual beliefs that may influence effective treatment interventions.
- **Medical History:** Consider relevant medical conditions, treatments, and medications that may impact the individual's current functioning and any potential impact on treatment.
- **Assessment Tools and Results**: Results from validated and standardized screening and assessment tools used during the assessment which may include but are not limited to: SBIRT, ASI, SASSI, LSI-R, and DAST.
- **Strengths and Resources**: Identify protective factors that support recovery such as strong familial and/or social support, positive self-perception, consistent coping

skills, safe and stable housing, education and/or employment stability.

- **Readiness to Change**: The individual's stated willingness and motivation to engage and participate in the recommended treatment.
- **Detailed Treatment Recommendations**: Provide detailed recommendations specific to the individual's risk, needs, and circumstances as identified by diagnostic tools, clinical interviews, and collateral information, and when applicable, the PCRA. Treatment recommendations should include diagnoses consistent with the DSM or ICD. Clearly outline the primary issues to be addressed in treatment and the appropriate level of care needed (e.g., early intervention, outpatient treatment, inpatient). Specify the recommended frequency/dosage and type of service (e.g., individual, group) appropriate to address the identified treatment needs of the individual.

  If treatment is not recommended, provide detailed information about available community support systems and resources that may benefit the individual. These resources should be tailored to meet the individual's specific needs, ensuring they receive appropriate support even in the absence of formal treatment recommendations.

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 validated, structured diagnostic instrument, that is in accordance with state licensing standards. The vendor shall also take into consideration the biopsychosocial information shared by the USPO/USPSO, to include criminal history and personal characteristics.

(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, sources of the information for the report, and names of the diagnostic instrument and trauma screening assessments used.

(2) DSM or ICD diagnosis including severity of the 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 current level of functioning and the primary focus of the

initial treatment plan.

(5) Current risk, need, responsivity factors as indicated by the PCRA (for post-conviction cases when provided by USPO),

(6) The defendant's/person under supervision's stated willingness and motivation to engage in treatment and make changes, and

(7) A treatment recommendation outlining suggestions for treatment option, interventions, and follow-up care. Recommendations shall include the appropriate level of care, frequency/dosage, and type of service (e.g. individual, group, etc.).

The comprehensive assessment report shall not be a synopsis or overview of any presentence, pretrial or institutional progress reports provided by the USPO/USPSO.

5. **Substance Use Counseling**

Counseling is a clinical interaction between the defendant/person under supervision and a practitioner that is based in current scientific research on drug use and addiction. Vendors should offer treatment that is readily accessible to reasonably accommodate the schedules of defendants/persons under supervision. Consistent treatment accessibility is essential to ensuring individuals can attend sessions without undue hardship. Additionally, vendors must provide flexible scheduling options, and if applicable, adhere to the additional requirements outlined in the Local Services Section regarding hours of operation and other identified areas of need.

Vendor recommendations for services shall incorporate one or more of the services referenced below for each defendant/person under supervision.

The vendor shall provide the services below or any combination thereof as indicated on the Probation Form 45 for each defendant/person under supervision:

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

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

(3) **Substance Use 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.

For substance use counseling, the vendor shall:

(1) Provide treatment only as authorized on the Probation Form 45 and shall initiate services **within 10 business days** of receiving the initial or amended Probation Form 45, any time frame exceptions shall be approved by the CO and documented by the vendor (within the defendant/person under supervision file).
(2) Provide counseling based in current scientific research on drug use and addiction.
(3) Match treatment interventions to specific problems, risk, and needs of the defendant/person under supervision considering gender, ethnicity and culturally responsive treatment practices. Utilize a person-centered approach considering trauma and how it may affect behavior and treatment engagement and incorporate cultural values and beliefs into an integrated treatment plan. Include the use of cognitive behavioral techniques such as cognitive restructuring, skill building using structured learning (modeling, role play and feedback), and problem solving to change thought patterns and teach pro-social skills. For USPO referrals, use this type of intervention to address the identified dynamic risk factors and needs as identified in the PCRA interpretation report.
(4) Apply behavioral therapies, including motivation to change, motivational enhancement strategies, incentives for abstinence, skills to avoid and resist drug use and prevent relapse, constructive activity replacement, and improvement of problem solving, communication, and interpersonal relationships.
(5) Refer for medications when applicable.
(6) Continually assess the defendant/person under supervision to determine appropriate treatment dosage and level of care and recommend modifications to treatment as necessary to meet the changing needs.
(7) Ensure that a typed **treatment plan** is submitted to the USPO/USPSO at the onset of treatment and in accordance with Vendor Reports under section f (1) **at least every 90 days**
(8) Ensure that a typed **transitional care plan** is submitted to the USPO/USPSO in accordance with Vendor Reports under section f (2).

The vendor shall ensure that all personnel meet the following qualifications:

(1) Practitioners shall be fully credentialed and maintain compliance with state statutes, regulations, and guidelines for providing direct substance use treatment services.
(2) Provisionally credentialed practitioner may be used only under the supervision of a fully credentialed practitioner in the state where services are delivered and in accordance with state regulations and guidelines for the scope of services, and after obtaining the approval of the CO.

6. TRANSPORTATION EXPENSE

The vendor shall provide:

Transportation Expenses (1202) for defendants/persons under supervision to travel to and from treatment facilities for purposes of receiving treatment:

(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)** of five (5) percent of the monthly funds distributed under **Transportation Expenses (1202)**.

7. REIMBURSEMENT/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. Ensure the co-payment does not exceed the cost of the service provided; however, the vendor can collect co-payment in arrears based on the rate established on the Probation Form 45. Proper documentation of the collected co-payment must be included on the invoice and supporting documentation.

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 at the time of payment collection. The vendor shall keep an individualized record of co-payment collection 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. The vendor is responsible for ensuring that all records are accurate, up-to-date, and readily accessible. This includes maintaining detailed logs of all transactions and communications related to co-payment collections, providing timely updates on outstanding balances, and addressing promptly and effectively any issues or disputes that may arise. The vendor must also ensure compliance will all relevant regulations and guidelines pertaining to financial transactions, billing insurance, Medicaid, and Medicare, as well as record-keeping. Adherence to these regulations is crucial for maintaining the integrity and legality of the billing process.

f. Reimburse the Judiciary as directed in Section G.

Note: The vendor may charge an **Administrative Fee (1501)** of five (5) percent of the monthly fees, which is a reasonable monthly fee, to administer the collection of fees from defendants/persons under supervision.

8. GENERAL REQUIREMENTS

a. Defendant/Person under supervision Records and Conferences

(1) File Maintenance

Treatment records shall be the property of the vendors, who are responsible for maintenance, disclosure, and retention. The vendor shall:

(a) Maintain a secure filing system for all information related to defendants/persons under supervision who receive services under this agreement. If information is stored electronically, the vendor shall ensure that it is accessible for review in the format specified by the CO, e.g. paper copy, flash drive, electronic access. The vendor shall timely provide access 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) 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.

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

(e) Maintain all records for defendants/persons under supervision for three years after receiving final payment, making them available for Judiciary inspection and review. In the event of litigation or settlement of claims arising out of the performance of this agreement, retain these records until final disposition of such appeals, litigation, or claims. This requirement is in addition to, and not a substitute for, other local/state/federal record retention requirements.

(f) At the written request of the USPO/USPSO, 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.

(g) The vendor shall comply with the Health Insurance Portability and Accountability Act (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. This includes implementing necessary administrative, physical, and technical safeguards to ensure the confidentiality, integrity, and availability of all electronic protected health information (ePHI) that the vendor creates, receives, maintains, or transmits.

b. **Vendor Obligations for Disclosure of Information**

The vendor shall:

(1) Be responsible for ensuring compliance with all applicable federal, state and local laws and regulations regarding the confidentiality and safeguarding of protected information. As a covered entity this includes adherence to HIPAA.

(2) Protect **CONFIDENTIAL** records from disclosure except in accordance with item number b. (3), (4), (5), (6), (7), and (8) below.

(3) Using an agency specific release of information form, obtain defendant's/person under supervision's written informed consent to disclose confidential health information to the USPO/USPSO, except where permitted or required by law. The vendor, as the covered entity, shall be responsible for determining the appropriateness of personal health information disclosure. If the vendor is unable to obtain this

disclosure, the vendor shall notify the USPO/USPSO immediately.

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

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

(6) 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 these regulations. Note that the Judiciary is not a covered entity under these regulations. Should the vendor disclose records to someone other than the person receiving services, the vendor shall promptly notify the USPO/USPSO of the request and disclosure. Additionally, the vendor must inform the USPO/USPSO of any exceptions to the disclosure of, or an individual's right of access to, treatment or protected health information that might apply.

(7) 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.

(8) 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. The vendor must ensure that all personnel accessing this information understand the confidentiality requirements and strictly adhere to them to avoid any breaches.

(9) 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.

(10) Notify the CO immediately upon receipt of a subpoena requiring disclosure of defendant/person under supervision records maintained in accordance with this agreement.

(11) As a covered entity, the vendor is responsible for adhering to HIPAA requirements and providing and updating 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) Timely document all significant contacts with the defendant/person under supervision, including those with the USPO/USPSO and others, whether in person, by telephone, or through any other form of protected electronic communication. These records shall clearly document all notifications of absences and any apparent conduct violating programmatic rules and/or seen or unforeseen risk to the individual and/or the public.

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

(c) Include a signed disclosure and permission form from the defendant/person under supervision if Artificial Intelligence (AI) will be used for documentation. The consent form shall include a clear explanation of the purpose of AI, how AI works in the delivery of treatment services, the security measures in place, and the defendant's/person under supervision's right to withdraw consent for the use of AI at any time. AI technology shall be HIPAA compliant, secure, and confidential.

(d) Ensure a thorough and accurate record of the defendant's/person under supervision's treatment and progress and should include the following information: sessions attended; topics covered during each session; the defendant's/person under supervision's level of participation and motivation; clinical goals of treatment; methodologies and types of therapy applied any changes made to the treatment plan; the defendant's/person under supervision's observed progress, or lack thereof, toward reaching the goals; specific achievements; instances of failure to attend sessions without prior notice and approval; any failed assignments; programmatic rule violations; and consequences for noted violations.

(e) Are created in English, current and available for review by the USPO/USPSO or CO and by the Probation and Pretrial Services Office (PPSO) at the Administrative Office.

(f) 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 the vendor services to be provided to the defendant/person under supervision, as well as any required co-payments. These services are billed to the Judiciary under the terms of agreement. The Judiciary is not obligated to reimburse for any services that were not authorized on the Probation Form 45, nor for any services provided in excess of services authorized. Discretion for payments rests with the CO.

(b) The USPO/USPSO shall amend the Probation Form 45 when there are changes to the services the vendor shall perform, their frequency, or other administrative changes (e.g., co-payment amounts). Additionally, the USPO/USPSO will terminate the Probation Form 45 upon termination of services. This ensures the vendor obligations and authorizations are current and accurately documented, reflecting any modifications to the original Probation Form 45.

(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 vendor. This Judiciary-based release of confidential information form is generally submitted with the initial referral packet.

(b) The vendor is responsible for ensuring HIPAA compliant informed consent is obtained and maintained in all files. This includes documenting informed consent in accordance with HIPAA regulations; ensuring all necessary defendant/person under supervision information is securely stored and accessible only to authorized personnel. The vendor shall obtain 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**.**

(c) The vendor must regularly review and update consent forms and procedures to remain compliant with current HIPAA guidelines.

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

(a) Submitted with the monthly invoice for the corresponding month with one Monthly Sign-In Log per defendant/person under supervision.

(b) Includes all defendant's/person under supervision's scheduled contacts for the month (per project code) and includes vendor comments indicating failure to report on scheduled dates, or noting if a 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 co-payment collected, and
(e) Used by the USPO/USPSO or designee 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 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 participants to see the names or signatures of other defendants/person under supervision violates federal confidentiality regulations regarding treatment records.

d. **Telehealth**

Telehealth may be authorized on a case-by-case basis to provide services outlined within this Statement of Work. The use of telehealth is authorized only after the vendor and the USPO/USPSO review the individual defendant's/person under supervision's case, determine they are appropriate for treatment via telehealth, identify which specific services are suitable for telehealth, and obtain approval from the district's contracting officer or designee. The vendor shall ensure the quality and availability of services remain consistent, whether provided via telehealth or in-person, adhering to all guidelines, and maintaining the highest standards of care.

NOTE: The use of telehealth is intended for the benefit of the Judiciary, not the convenience of the vendor. Telehealth services do not replace the vendor's ability to provide services in-person when appropriate. This requirement does not override the provisions that mandate 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 telehealth, 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 telehealth. The vendor shall also obtain consent of the defendant/person under supervision before the delivery of telehealth services and shall include documentation of the same in the individual's treatment record.

(2) When participants attend sessions, each must confirm their sole presence ensuring no one other than group participants are listening. Each participant will also enter into a confidentiality agreement before being allowed to participate in treatment.

(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 their social support system at any time.

e. **Case Staffing Conference**

The vendor shall participate in case staffing conferences and document the chronological notes regarding the content of the conference:

(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 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
    a. a request by the United States Probation and/or Pretrial Services Offices, United States Attorney's Offices, or United States Parole Commission, or
    b. in response to a subpoena.
2) Provide testimony including but not limited to a defendant's/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) Obtain the necessary consent/release forms required under federal, state or local law.
5) Not create, prepare, offer, or provide any opinions or reports related to legal proceedings of the federal court or Parole Commission, whether written or verbal that are not required by the treatment services statement of work or approved in writing by the Chief U.S. Probation Officer or Chief U.S. Pretrial Services Officer in the respective office where the information is requested.

h. **Emergency Services and Contact Procedures**

At the onset of services, the vendor shall establish and make available to all defendants/persons under supervision, emergency contact procedures that are accessible 24 hours a day, 7 days a week. This includes provisions for crisis intervention, schedule changes, local hotlines, and/or situations requiring immediate attention. Furthermore, the vendor shall ensure the availability of emergency services, such as after-hours staff phone numbers and local hotlines, for times when practitioners are not readily available.

i. **Monitoring**

The vendor shall participate in scheduled or unannounced monitoring which shall include:

1. Site inspection which includes the physical inspection of the vendor's facility where services are provided to defendants/persons under supervision to ensure it meets the required regulations and state determined standards.
2. Review of paper or electronic files for content, HIPAA compliant release of information forms, emergency services, case staffing conferences, reports, non-compliance notification, interactions with defendants/persons under supervision, etc.
3. Interviews with vendor/staff providing services under the agreement.
4. Interviews with defendants/persons under supervision receiving services.
5. Interviews with USPO/USPSO referring defendants/persons under supervision for services.
6. Observation of group counseling or other services under agreement which allows judiciary employees to gather feedback from direct observation to identify areas for improvement in service delivery, enhance understanding of information provided to defendants/persons under supervision, and make informed decisions about the vendor's adherence to the requirements of the agreement. Prior to the group observation, the vendor is responsible for obtaining appropriate, HIPAA- compliant informed consent from all non-federal group participants. The consent should be documented. The vendor is encouraged to have the group observer review and sign a vendor created privacy and confidentiality waiver to ensure the confidentiality and privacy of the participants' during and after the group observation; and
7. Review of invoices submitted under the agreement.

Within 180 days of awarding the agreement, or within 180 days of exercising an option to extend the agreement, the vendor shall receive a typed monitoring report from the CO. The monitoring report (see Section J attachments for monitoring report template) will contain a rating of Satisfactory (during the monitoring period, the vendor meets the requirements of the Statement of Work and operated within the terms and conditions of the agreement or there are few deficiencies with the vendor's performance) or Unsatisfactory (during the monitoring period, there are patterns of deficiencies with the performance of the vendor as to the requirements of the Statement of Work that must be corrected.

In the event of an Unsatisfactory rating, the vendor will be provided a timeframe in which they must complete their Corrective Action Plan. **Within five (5) business days** of receipt of the monitoring report, the vendor must submit a Corrective Action Plan outlining in detail how the vendor intends to correct the deficiencies within the time frame provided. Upon expiration of the Corrective Action time frame, the CO will complete a memo or letter documenting the vendor's

compliance or noncompliance with the required corrective action plan. It should be noted the vendor must be performing at a Satisfactory rating (or a memo of compliance with Corrective Action Plan), in order to exercise an option to renew the agreement. Unsatisfactory performance can result in discontinued use of a vendor.

9. **NOTIFYING USPO/USPSO OF DEFENDANT/PERSON UNDER SUPERVISION BEHAVIOR**

The vendor shall 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 that involve any actions or suggestions made by the defendant/person under supervision to provide something of value to influence the actions, decisions, or behaviors of another person in an official role. This includes any direct or indirect attempts to offer money, gifts, or other incentives to obtain an unlawful advantage.
4) Attempts at deception and/or failure to produce a urine specimen for testing, including but not limited to stalling tactics, withholding a specimen, or failure to produce a specimen of sufficient quantity for testing. These actions indicate deliberate efforts to avoid or interfere with the testing process, compromising the integrity of the results. This also includes the use of adulterated specimens or other fake devices designed to manipulate or falsify test results.
5) Failure to appear as directed for any court-ordered authorized service on the Probation Form 45, including but not limited to, drug testing including urine collection, alcohol testing, and sweat patch testing, evaluation, assessment, counseling sessions, polygraph testing, medication appointments.
6) Failure to follow vendor staff direction.
7) Apparent failure to comply with programmatic rules or conditions of supervision, including but not limited to using drugs or admitting to the use of drugs, association with other persons under supervision or convicted felons, or engaging in criminal conduct. Additionally, this includes any actions that indicate non-compliance with the established guidelines and expectations of the treatment program.
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. It is the responsibility of the vendor to be familiar with the court-ordered requirements of the defendant/person under supervision, as outlined in the referral packet and/or discussed during case staffing conferences with the assigned officer.

10. STAFF REQUIREMENTS AND RESTRICTIONS

The vendor shall ensure that:

a. No staff member providing direct delivery of services under this contract are currently charged with or under investigation for a criminal offense and/or under current pretrial, probation, parole, mandatory release or supervised release (federal, state, or local). Additionally, such individuals shall not have access to any files of defendants/persons under supervision files.

b. 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 direct services under this agreement nor shall they have access to defendant/person under supervision files unless approved in writing by the CO after consultation with Office of General Counsel and AMO.

c. Persons providing direct delivery of services under this contract with any current disciplinary investigation, 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 nor shall they have access to defendant/person under supervision files unless approved in writing by the CO after consultation with Office of General Counsel and AMO.

d. The vendors and its employees shall:
    1) Adhere to ethical responsibilities as outlined by the professional standards. This includes but is not limited to, avoiding compromising relationships or sexual relationships with defendants/persons under supervision and probation or pretrial services staff, avoiding conflicts of interest, maintaining privacy and confidentiality, ensuring proper access and disclosure of confidential records, preventing sexual harassment, and refraining from derogatory language. Additionally, it encompasses the obligation to uphold ethical conduct in all interactions and situations, ensuring the highest standards of professional behavior are maintained.
    2) Not employ, contract, or pay any defendant/person under active supervision, the defendant's/person under supervision's owned firm or business, or currently employed Judiciary employees to perform any

work for the vendor related to consultation or services delivered as part of this agreement. This includes all work performed at the vendor's facilities or at locations of personal interest to the vendor.

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

e. 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 a Staff Qualifications Statement (Section J Attachment) 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.

11. 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 or add an additional site within the catchment area, the vendor shall provide the CO written notification **no less than 30 days prior** and submit a Change or Addition of Performance Site (Section J Attachment). On site visits will be conducted to verify that the offeror's facility complies with the requirements of the RFP. Upon approval of the site, the CO will send an SF-30, Modification of Contract, for mutual agreement of the parties to accept the revision.

12. VENDOR COMPLIANCE

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.

13. 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 Judiciary, except where the defendant/person under supervision poses an apparent danger to the vendor's staff or other clients. The vendor shall not deny access to services solely based on the defendant's/person under supervision's current participation in medication-assisted treatment (MAT), medical condition, disability, religion, ethnic origins or criminal record. The vendor shall not refuse service without approval of the Judiciary.

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 Judiciary. When necessary, the vendor may take appropriate and immediate action to protect staff and clients.

e. The vendor 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, G, H and I 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/person under supervision 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, of the AO367. Additionally, the **Monthly Sign-In Logs, Drug Testing Logs,** documentation of any vendor related travel, and documentation of medication or transportation receipts (if applicable) shall be submitted to the CO or other authorized designee. NOTE: documentation submitted with the invoice is not forwarded to the USPO/USPSO; therefore, all required reports, evaluations, treatment plans, etc. shall be submitted in accordance with Section C requirements.

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 invoice template (Parts A and B) as provided by the CO (any substitute invoice template requires approval of the CO), indicating:

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

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

(3) Receipt of all co-payments.

Note: The Administrative Office encourages computer generated billing and will accept a vendor's invoice in an Excel format. The vendor shall only submit invoices electronically in a manner approved by the CO 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 their 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. When formulating pricing for services, the vendor should consider incorporating the cost of "No-shows" into the unit price charged. A "No-show" occurs when a defendant/person under supervision does not report for scheduled services and/or does not cancel with at least 24 hours advance notice. It should be noted the vendor shall not invoice the Judiciary or receive reimbursement from the defendant/person under supervision for any no-shows. -

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 CO 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 Judiciary.

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 case staffing 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 on the Probation Form 45 a co-payment for partial or total payment by the defendant/person under supervision.

b. The vendor shall not submit invoices to the Judiciary for services under this agreement where the vendor already has submitted invoices or received payment for the same services from other sources (e.g. state funding, private insurance, Medicaid, Medicare, etc.). 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 and/or co-payment paid to other sources.

c. If the vendor has received any payments from insurance programs or other sources (e.g., state or local public assistance programs) for services for which the vendor has received payment from the Judiciary under this agreement, the vendor shall reimburse the Judiciary 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 Judiciary, or that exceeds the actual cost of the service.

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 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/persons under supervision 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.

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

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

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

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

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

The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor no later than 30 calendar days prior to contract's current expiration date.

I.5 Clause 2-57 Protecting, Reporting, and Responding to Incidents Involving Sensitive Information - (JUN 2024)

(a) Definitions. As used in this clause —

"Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where an unauthorized person accesses or potentially accesses Sensitive Information, or an authorized user accesses Sensitive Information for an unauthorized purpose.

"Incident" means an occurrence that—

(1) Actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or

(2) Constitutes a violation, or imminent threat of violation, of law, security policies, security procedures, or acceptable use policies.

"Information System" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

"Personally Identifiable Information (PII)" means information that can identify an individual, when used alone or with other relevant data. PII may contain direct identifiers (e.g., Social Security numbers) that can identify a person uniquely or quasi-identifiers (e.g., date of birth) that can be combined with other quasiidentifiers to successfully recognize an individual. The definition of PII is not anchored to any single category of information or technology. Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver's license or State identification numbers, Alien Registration Numbers (A-numbers), financial account numbers, and biometric identifiers.

"Privacy Information" means both PII and Sensitive Personally Identifiable Information (SPII).

"Sensitive Information" means any data or other information for which public disclosure, or disclosure to users without a need to know to perform their jobs, can harm individuals, the U.S. government, or private organizations. Sensitive Information includes Privacy Information and the following types of information:

(1) Agreement Information. Information received by judiciary organizations, according to agreements with other federal, state, local, tribal, territorial, or private sector partners, that is required to be protected under the agreement with that partner or other applicable laws.

(2) Procurement Information. Information related to procurements that is considered sensitive and is not normally shared with the public outside official processes. This includes internal information and documents related to procurements, source selection information, vendor proposals, and submitted information marked as proprietary or sensitive. This does not include the contractor's own proposal(s) or contract(s) with the judiciary.

(3) Information Systems Vulnerability Information (ISVI).

  (A) Information technology (IT) systems data (e.g., systems inventories, enterprise architecture models) that reveal infrastructure used for servers, desktops, and networks; application name, version, and release; switching, router, and gateway information; interconnections and access methods; and mission or business use or need.

  (B) Information about developing or current technology, the release of which could hinder judiciary objectives, compromise a technological advantage or countermeasure, cause a denial of service, or provide an adversary with sufficient information to clone, counterfeit, or circumvent a process or system.

  (C) System vulnerability or weakness information that could be used to compromise the confidentiality, integrity, or availability of an information system.

(4) Personnel Security Information. Information that could result in physical risk to judiciary personnel.

(5) Physical Security Information. Information related to the protection of judiciary buildings, grounds, or property, including reviews or reports that illustrate or disclose facility infrastructure or security vulnerabilities. Examples include threat assessments, system security plans, security diagrams for judiciary buildings, contingency plans, risk management plans, business impact analysis studies, and certification and accreditation documentation.

(6) Court Related Information. Sealed cases, sealed documents or other information marked as sensitive by a court. This includes Highly Sensitive Documents (HSD), which are documents or other materials that contain sensitive, but unclassified, information that warrants exceptional handling and storage procedures to prevent significant consequences from unauthorized access or disclosure.

(7) Privileged/confidential Information. Information protected through recognized confidential relationships.

(8) Official Business Information. Proposed budgets, draft plans or policies, other information intended only for consideration by internal decision makers or other confidential audiences.

"Sensitive Personally Identifiable Information (SPII)" is a subset of PII that if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual.

(1) Multiple pieces of information, when combined, may pose an increased risk of harm to the individual. SPII may consist of any grouping of information that contains an individual's name or other unique identifier, plus one or more of the following elements:
(A) Truncated SSN (e.g., last four digits);
(B) Birthdate (month, day, and year);
(C) Citizenship or immigration status;
(D) Ethnic or religious affiliation;
(E) Sexual orientation;
(F) Criminal history;
(G) Medical information; and
(H) System authentication information (e.g., mother's birth name, account passwords, personal identification numbers (PINs)).

(2) Other PII (e.g., list of employees and their performance ratings, unlisted home address, unlisted phone number) that may present an increased risk of harm to the individual depending on its context. The context includes the purpose for which the PII was collected, maintained, and used. The same information in different contexts can reveal additional information about the impacted individual.

(b) Accessing and Protecting Sensitive Information

(1) Contractor roles and responsibilities regarding Sensitive Information. Before the contractor shall have access to Sensitive Information, the contractor shall coordinate with the contracting officer's representative (COR) about the contractor's roles and responsibilities regarding the Sensitive Information, and how an incident or suspected incident will be handled consistent with this clause and judiciary policies and procedures. Before they may access the Sensitive Information, the contractor, their staff, and subcontractors shall complete all forms, trainings, and briefings as may be necessary for security or other reasons.

(2) Training. Contractors that have access to Sensitive Information as part of this contract shall provide their staff with training before they access Sensitive Information, and then at least annually thereafter. The training shall comply with this clause and the training shall cover how to properly handle and safeguard judiciary Sensitive Information and how to identify and report incidents or suspected incidents regarding judiciary Sensitive Information consistent with this clause. The contractor shall provide an initial report, and then an annual report each year after that, to the COR that shows that contractor staff and any subcontractor staff working on the contract have all successfully completed such training. The Contractor shall also provide the COR confirmation that any new staff or subcontractor staff that join the contract after the contract has begun have also successfully completed such training.

(3) Access. Contractor shall have access only to those areas of judiciary Sensitive Information resources explicitly stated in this contract or approved by the contracting officer or COR in writing, as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information resources not expressly authorized by the terms and conditions in this contract, or as approved in writing by the contracting officer or COR, are strictly prohibited. If this clause is violated, the

judiciary will take appropriate actions regarding the contract and the individual(s) involved.

(4) Protection Requirements

(A) Contractor shall safeguard all Sensitive Information and shall take reasonable measures to prevent the unauthorized use, disclosure, or loss of Sensitive Information. This includes Sensitive Information in any medium or form, including electronic, oral, or paper.

(B) Contractor and their subcontractors shall safeguard Sensitive Information whether it resides on judiciary owned and operated information systems, judiciary owned and contractor-operated information systems, contractor-owned and/or operated information systems operating on behalf of the judiciary, and any situation where contractor and/or subcontractor employees may have access to Sensitive Information because of their relationship with the judiciary.

(C) Sensitive Information shall not be stored on a mobile device or portable electronic media and shall be handled with awareness of the surroundings, so that the Sensitive Information is not disclosed to unauthorized individuals. Sensitive Information shall be secured when unattended or not in use. If performance of the contract requires the contractor to access Sensitive Information on a mobile device or portable electronic media, they shall notify the contracting officer and COR and provide details on the use case required and how such use will comply with this clause and all other applicable policies and guidelines. The COR will work with the contractor and determine if such a use case is acceptable. The contractor shall not use or store Sensitive Information on a mobile device or portable electronic media until the contracting officer provides acceptance of the use case.

(D) Contractor shall encrypt Sensitive Information if the Sensitive Information is in transit or is stored outside of judiciary networks. This includes any Sensitive Information that may reside on, or transit contractor-owned or operated information systems.

(E) All Sensitive Information must be appropriately labeled, secured, and be properly returned, disposed of, or sanitized when no longer needed or at the end of the contract. See section (e) of this clause for more guidance on returning, sanitizing, and disposing of judiciary Sensitive Information.

(F) Removal. The contracting officer may require the contractor to prohibit individuals from working on the contract if the judiciary deems their initial or continued employment on the contract contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(c) Incident Reporting Requirements

(1) Contractors and subcontractors shall report all known or suspected incidents to the Security Operations Center (SOC), which is staffed 24 hours per day, seven days per week.

(A) When reporting incidents to the SOC, contractors and subcontractors shall submit the report by:

(i) email to soc@ao.uscourts.gov with courtesy copy to the contracting officer and COR using the contact information identified in the contract, or

(ii) phone call to 202-502-4370, in which case the contractor must notify the contracting officer and COR immediately after reporting to the SOC.

(B) Contractors and subcontractors shall report all known or suspected incidents involving PII or SPII within one hour of discovery. All other incidents shall be reported within eight hours of discovery.

(C) Subcontractors shall notify the prime contractor if they have reported a known or suspected incident to the SOC. Lower tier subcontractors shall also notify their higher tier subcontractor, until the prime contractor is reached.

(2) The judiciary will determine whether information exposed in an unauthorized disclosure or security breach of information under the contractor's control or in an information system under the contractor's control at the time of the incident is Sensitive Information, PII, or SPII by performing an assessment of the specific risk that an individual could be identified using the exposed information with other information that is linked or linkable to the individual. Information that is not PII when considered alone can become PII or SPII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to an individual. Final determination of the categorization of exposed information as Sensitive Information, PII, or SPII will be made in writing by the contracting officer.

(3) Sensitive Information transmitted via email shall be protected by encryption. When using regular email channels, contractors and subcontractors shall not include any Sensitive Information in the subject or body of any email. The Sensitive Information shall be included as a password-protected attachment with the password provided under separate cover, including as a separate email. Recipients of Sensitive Information shall comply with any email restrictions imposed by the originator.

(4) No incident may, by itself, be interpreted as evidence that the contractor or subcontractor has failed to provide adequate information security safeguards for Sensitive Information or has otherwise failed to meet the requirements of the contract.

(5) If an incident involves PII or SPII, contractors and subcontractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:
(A) Unique Entity Identifier (UEI);
(B) Contract numbers affected, unless all contracts by the company are affected;
(C) Facility CAGE code, if the location of the event is different than the prime contractor location;
(D) Point of contact (POC), if different than the POC recorded in the System for Award Management (address, position, telephone, and email);
(E) Contracting officer POC (address, telephone, and email);
(F) Contract clearance level;
(G) Name of subcontractor and CAGE code, if this was an incident on a subcontractor network;
(H) Government programs, platforms, or systems involved;
(I) Location(s) of incident;
(J) Date and time the incident was discovered;
(K) Server names where Privacy Information resided at the time of the incident, both at the

contractor and subcontractor level;
(L) Description of the government PII or SPII contained within the system; and
(M) Any additional information relevant to the incident.

(d) Incident Response Requirements

(1) All determinations by the judiciary related to incidents, including response activities, will be made in writing by the contracting officer.

(2) The contractor shall provide full access and cooperation for all activities determined by the government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of incidents.

(3) Incident response activities determined to be required by the government may include, but are not limited to, the following:
(A) Inspections;
(B) Investigations;
(C) Forensic reviews;
(D) Data analyses and processing; and
(E) Revocation of the Authority to Operate (ATO), if applicable.

(4) The contractor shall immediately preserve and protect images of known affected information systems and all available monitoring or packet capture data. The monitoring or packet capture data shall be retained for at least 180 days from submission of the incident report to allow the judiciary to request the media or decline interest.

(5) The judiciary, at its sole discretion, may obtain assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

(e) Certificate of Sanitization of Government and Government-Activity-Related Files and Information

Upon the conclusion of the contract by expiration, termination, cancellation, or as otherwise indicated in the contract, the contractor shall return all Sensitive Information to the judiciary and/or destroy it physically and/or logically as identified in the contract, unless the contract states that return and/or destruction of Sensitive Information is not required. Destruction shall conform to the guidelines for media sanitization contained in NIST SP 800–88, Guidelines for Media Sanitization. The contractor shall certify and confirm the sanitization of all government and government-activity related files and information. The contractor shall submit the certification to the COR and contracting officer following the template provided in NIST SP 800–88, Guidelines for Media Sanitization, Appendix G.

(f) Other Reporting Requirements

Incident reporting required by this clause does not rescind the contractor's responsibility for other incident reporting pertaining to its information systems under other clauses that may apply to its contract(s), or as a result of other applicable statutory or regulatory requirements, or other government requirements.

(g) PII and SPII Incident Notification Requirements

(1) All determinations by the judiciary related to notifications to affected individuals and/or federal agencies and related services (e.g., credit monitoring) will be made in writing by the contracting officer.

(2) No later than five business days after being directed by the contracting officer, or as otherwise required by applicable law, the contractor shall notify any individual whose PII or SPII was either under the control of the contractor or resided in an information system under control of the contractor at the time the incident occurred. The method and content of any notification by the contractor shall be coordinated with, and subject to prior written approval by, the contracting officer. The contractor shall not proceed with notification unless directed in writing by the contracting officer.

(3) Subject to government analysis of the incident and direction to the contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first-class mail, electronic means, or general public notice, as approved by the contracting officer. Notification may require the contractor's use of address verification and/or address location services. At a minimum, the notification shall include:

(A) A brief description of the incident;
(B) A description of the types of PII or SPII involved;
(C) A statement as to whether the PII or SPII was encrypted or protected by other means;
(D) Steps individuals may take to protect themselves;
(E) What the contractor and/or the government are doing to investigate the incident, mitigate the incident, and protect against any future incidents; and
(F) Information identifying who individuals may contact for additional information.

(h) Credit Monitoring Requirements

The contracting officer may direct the contractor to:

(1) Provide notification to affected individuals, as described in paragraph (g)(2).

(2) Provide credit monitoring services to individuals whose PII or SPII was under the control of the contractor or resided in the information system at the time of the incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the contractor has no affiliation. At a minimum, credit monitoring services shall include:

(A) Triple credit bureau monitoring;
(B) Daily customer service;
(C) Alerts provided to the individual for changes and fraud; and
(D) Assistance to the individual with enrollment in the services and the use of fraud alerts.

(3) Establish a dedicated call center. Call center services shall include:
(A) A dedicated telephone number to contact customer service within a fixed period;
(B) Information necessary for enrollees to access credit reports and credit

scores;

(C) Escalation of calls that cannot be handled by call center staff, to call center management or AOUSC, as appropriate;

(D) Weekly reports on call center volume, issue escalation, and other key metrics;

(E) Customized frequently asked questions, approved in writing by the contracting officer in coordination with the Judiciary Breach Response Team (BRT); and

(F) Information for enrollees to contact customer service and fraud resolution representatives for credit monitoring assistance.

(i) Subcontracts

(1) The contractor shall insert this clause in all subcontracts and require subcontractors to include this clause in all lower tier subcontracts when subcontractor employees will:

(A) have access to Sensitive Information;
(B) have access to or handle systems containing Sensitive Information;
(C) collect or maintain Sensitive Information on behalf of the Judiciary; or
(D) use a subcontractor information system(s) to process, store, or transmit Sensitive Information.

(2) Any violation by a subcontractor of any of the provisions established in this clause will be attributed to the contractor.

(3) Any breach or incident, as defined in paragraph (a) (Definitions) of this clause, experienced by a subcontractor will be attributed to the contractor for the purpose of triggering contractor compliance with the requirements in paragraphs (c) (Incident Reporting Requirements), (d) (Incident Response Requirements), (f) (Other Reporting Requirements), (g) (PII and SPII Incident Notification Requirements), and (h) (Credit Monitoring Requirements) of this clause.

I.6 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	MAR 2019
Clause 3-160	Service Contract Labor Standards	MAR 2019
Clause 3-205	Protest After Award	JAN 2003

Clause 3-210 Protests JUN 2014

Clause 3-300 Registration in the System for Award Management OCT 2023

(a) Definitions. As used in this clause –

"System for Award Management (SAM)" means the federal government owned and operated free website that replaced the Central Contractor Registration (CCR) and is the primary government repository for contractor information required for the conduct of business with the government.

Unique entity identifier (UEI) means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing UEI.

"Registered in the SAM database" means that –

(1) The contractor has entered all mandatory information, including the UEI, into the SAM database; and
(2) The government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The contractor will be required to provide consent for TIN validation to the government as a part of the SAM registration process.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a Prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the offeror's name and address exactly as stated in the offer. The UEI will be used by the contracting officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a UEI, it may obtain one at SAM.gov. The offeror should be prepared to provide the following information:
(1) company legal business name;
(2) tradestyle, doing business, or other name by which your entity is commonly recognized;
(3) company physical street address, city, state and ZIP code;
(4) company mailing address, city, state and ZIP code (if different from physical);
(5) company telephone number;
(6) date the company was started;
(7) number of employees at your location;
(8) chief executive officer/key manager;
(9) line of business (industry);
(10) company headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the SAM database within the time prescribed by the contracting officer, the contracting officer will proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) Change of Name and Novation Agreements:

(1) If a contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of name agreements, the contractor shall provide the responsible contracting officer a minimum of one business day's written notification of its intention to:

i. Change the name in the SAM database;
ii. comply with the requirements of Guide to Judiciary Policy, Vol. 14, § 745.55; and
iii. agree in writing to the timeline and procedures specified by the responsible contracting officer. The contractor must provide with the notification sufficient documentation to support the legally changed name.

(2) If the contractor fails to comply with the requirements of paragraph (g)(1) of this clause, or fails to perform the agreement at paragraph (g)(1)(iii) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information showing the contractor to be other than the contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(h) Assignment of Claims The contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the SAM database. Information provided to the contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than the contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(i) Offerors and contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.SAM.gov or by calling 1-866-606-8220 or at http://www.FSD.gov.

Clause 7-35	Disclosure or Use of Information	APR 2013
Clause 7-70	Judiciary Property Furnished "As Is"	APR 2013
Clause 7-85	Examination of Records	JAN 2003
Clause 7-115	Availability of Funds	JAN 2003
Clause 7-135	Payments	APR 2013
Clause 7-140	Discounts for Prompt Payment	JAN 2003
Clause 7-150	Extras	JAN 2003
Clause 7-175	Assignment of Claims	JAN 2003
Clause 7-185	Changes	APR 2013
Clause 7-215	Notification of Ownership Changes	JAN 2003
Clause 7-223	Termination for the Convenience of the Judiciary (Short Form)	AUG 2004
Clause 7-230	Termination for Default (Fixed Price -	JAN 2003
Clause 7-235	Disputes	JAN 2003

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

Clause 1-5	Conflict of Interest	
Clause 1-10	Gratuities or Gifts	JAN 2010
Clause 3-35	Covenant Against Contingent Fees	
Clause 3-40	Restrictions on Subcontractor Sales to the Government	
Clause 3-45	Anti-Kickback Procedures	
Clause 3-50	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	
Clause 3-55	Price or Fee Adjustment for Illegal or	

	Improper Activity
Clause 3-105	Audit and Records
Clause 3-120	Order of Precedence
Clause 7-20	Security Requirements
Clause 7-25	Indemnification
Clause 7-100B	Limitation of Liability (Services)
Clause 7-110	Bankruptcy
Clause 7-130	Interest (Prompt Payment)
Clause 7-210	Payment of Emergency Closures
Clause 7-215	Notification of Ownership Changes

SECTION J - LIST OF ATTACHMENTS

J.1 SAMPLE PROGRAM PLAN

J.2 MONTHLY SIGN IN LOG

J.3 REMOVED

J.4 INVOICE TEMPLATE

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

J.6 APA MODEL SEX HISTORY DISCLOSURE POLYGRAPH QUESTIONNAIRE (disclaimer: this content contains sensitive subject matter that may be offensive to the reader) – MAY BE REMOVED FROM SOLICITATION DOCUMENTS WHEN NOT APPLICABLE

J.7 STAFF QUALIFICATION STATEMENT

J.8 CHANGE OR ADDITION OF PERFORMANCE SITE(S)

J.9 MONITORING REPORT TEMPLATE

J.10 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)

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

STAFF QUALIFICATION STATEMENT

Within three business days, the vendor shall notify the CO in writing of any staff changes. For any new staff added under the agreement, the vendor shall complete the certification section below.

CERTIFICATIONS

By signing below, I certify the following:

- No proposed staff members providing direct delivery of services under this contract are currently under investigation for or charged with a criminal offense and/or under pretrial, probation, parole, mandatory release or supervised release (federal, state, or local).
- No proposed staff members providing direct delivery of services under this contract have been convicted of any sex offense (including but not limited to child sexual abuse material/pornography offenses, child exploitation, sexual abuse, rape, or sexual assault) or are required under federal, state or local law to register on sex offender registries.
- Staff specified to provide services listed by project code have the required education, relevant experience and current licenses/credentials listed in Section C of the RFP.

PRINTED NAME OF VENDOR: _____

VENDOR SIGNATURE: _____ DATE: _____

Name of each staff person providing direct service delivery	Identify by **Project Code** all services each staff person will provide	Include the **Educational Background** of each staff person providing direct service delivery	Include all **Relevant Experience** based on the service delivery provided by the staff person	List **Current Licensure, Credentials, Certifications**, etc. to verify each person meets the staff qualifications related to the service delivery they are providing (*if applicable*)

CHANGE OR ADDITION OF PERFORMANCE SITE(S)

Should a vendor and/or subcontractor choose to relocate a facility or add an additional site within the catchment area, the vendor shall complete the below outlining the changes. Said notification shall be provided no less than 30 days prior and include the facility address. On site visits will be conducted to verify that the offeror's facility complies with the requirements of the RFP. Upon approval of the site, the CO will send an SF-30, Modification of Contract, for mutual agreement of the parties to accept the revision.

1. Full address where services will be provided.

2. Identify whether this is a vendor change in site location or a subcontractor change in site location.

3. Indicate whether this is an additional site location or a complete change of location.

4. Indicate which project codes or services will be provided at the site:

CERTIFICATIONS

By signing below, I certify that our agency and any subcontractor(s) will maintain compliance with all applicable business and/or operating licenses as required by state and local laws and regulations, and maintain compliance with all federal, state and local fire, safety and health codes.

PRINTED NAME OF OFFEROR : _____

SIGNATURE: _____ DATE: _____

MONITORING REPORT

District: Click or tap here to enter text.		**Procurement Number:** Click or tap here to enter text.
Vendor: Click or tap here to enter text.		**Reviewed By:** Click or tap here to enter text.
Date of Visit: Click or tap to enter a date.	**Date of Report:** Click or tap to enter a date.	**Monitoring Period Covered:** Click or tap here to enter text.
Number of Open Plans: Click or tap here to enter text.		**Number of Files Reviewed:** Click or tap here to enter text.
Final Overall Rating: ☐Satisfactory ☐Unsatisfactory		**Corrective Action Plan:** ☐Not Required ☐ Required within 5 business days

RATING CRITERIA

Rating	Description
Satisfactory (S)	During the monitoring period, the vendor meets the requirements of the Statement of Work and operated within the terms and conditions of the agreement or there are few deficiencies with the vendor's performance.
Unsatisfactory (U)	During the monitoring period, there are patterns of deficiencies with the performance of the vendor as to the requirements of the Statement of Work that must be corrected.

Records, Conferences, Disclosures and Emergency Procedures	S	U	N/A
1. File Content & Maintenance *(Section C. General Requirements, Subsection A&C)* • The vendor's file contains chronological notes reflecting all significant contacts, topics covered during sessions, and modalities of therapies used. • The vendor's file contains the Confidential Release of Information, the Program Plan 45 (all Amended or Terminated Program Plan 45), initial and updated Treatment Plans (every 90 days), Monthly Sign In Logs, Transitional Care Plans, Drug Testing Log (if applicable), and/or Assessments and Evaluations/Reports. • The vendor's file contains prior approval for telemedicine.	☐	☐	☐

2. Disclosure *(See Section C. General Requirements, Subsection B)* • The vendor protects persons under supervision information including pretrial records. • The vendor notifies the officer upon receipt of legal process requiring disclosure of defendant/person under supervision records.	☐	☐	☐
3. Vendor Testimony *(See Section C., General Requirements, Subsection G)* • The vendor does not create, prepare, offer, or provide any opinions, reports or testimony that is not outlined by this statement of work.	☐	☐	☐
4. Emergency Services and Contact Procedures *(See Section C, General Requirements, Subsection H)*	☐	☐	☐
Comments and Positive Feedback: Click or tap here to enter text.			
Deficiencies: Click or tap here to enter text.			

Provision of Services	**S**	**U**	**N/A**
1. Case Staffing Conference *(See Section C. General Requirements, Subsection E.)* • The vendor is communicating with the USPO/USPSO at the following frequency: - *PCRA High and Moderate* – Minimum of every 30 Days - *All Residential Treatment Placements* – Minimum of every 30 Days - *All Other Referrals* – Minimum of every 90 Days - *Upon request of USPO/USPSO* - *Pretrial PTRA 3, 4, 5* – Minimum of every 30 days - *Pretrial PTRA 1, 2* – Minimum of every 90 days - *Pretrial SO* – ongoing - *Post-Conviction SO* – Minimum of every 30 days • The vendor's staff conferences with the USPO/USPSO include the defendant's/person under supervision's motivation for treatment, modality and frequency of treatment, SMART goals (specific – not vague and tied to presenting problem; measurable – quantifiable; achievable – realistic; relevant – treatment related; and time-bound – start, incremental and attainable), PCRA Risk Factors (post-conviction only), responsivity factors, cultural considerations for service delivery factors, noncompliance with supervision or treatment, community observations, collateral supports, and/or officer delivered interventions.	☐	☐	☐

2. Vendor Reports *(See Section C., General Requirements, Subsection F.)* • The Treatment Plan must be signed by the vendor and defendant/person under supervision, and must include information regarding SMART goals, actions steps, support networks, medication management, community-based services, skills developed to manage risk, self-management skills, target completion dates, recommendations and justifications for continued treatment (where applicable). - *Treatment Plans* are sent initially and every 90 days thereafter. • The Transitional Care Plan must include the reason for concluding contract treatment, the supportive social networks, medication management, community-based services, skills developed to manage risk, self-management skills, and diagnosis and prognosis. - *Transitional Care Plans* are sent at the conclusion of contract services, but no later than 15 days after treatment is terminated.	☐	☐	☐
3. Notifying USPO/USPSO of Defendant/Person Under Supervision Behavior • The vendor provides notification in writing within 24 hours of any violation behaviors including no-shows, positive drug tests or drug testing violations, behavior that may increase risk, and or/not following staff direction. *(See Section C., Notifying USPO/USPSO of Defendant/Person under Supervision Behavior)*	☐	☐	☐
4. Interactions with defendant/person under supervision *(See Section C.)* • Interactions 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 rehearsal and feedback), and teaching the skill of problem solving to change thought patterns while teaching pro-social skills. • Interventions address risk and needs as defined in the treatment plan.	☐	☐	☐
Comments and Positive Feedback: Click or tap here to enter text.			
Deficiencies: Click or tap here to enter text.			

Staff, Facility, and Invoice Requirements	**S**	**U**	**N/A**
1. Invoicing *(See Section G)* • The vendor submits invoices on time (no later than the 10th of the month), correct, and complete.	☐	☐	☐
2. Vendor's compliance with Sections E, F, G, and H of the Statement of Work • Physical location in catchment area. • Office space preserves confidentiality. • Immediate placement of federal clients. • All requests to terminate treatment for a defendant/person under supervision must be approved and Prob45 completed.	☐	☐	☐
Comments and Positive Feedback: Click or tap here to enter text.			
Deficiencies: Click or tap here to enter text.			

Interviews/Observations	
1. Defendant/Person Under Supervision - A representative sample of defendants/persons under supervision will be interviewed using a minimum of the following questions: 1. I feel understood, supported, or reassured by my counselor. Not at All, Somewhat, or Very Much 2. I have a clear understanding of the problems I need to work on in treatment. Not at All, Somewhat, or Very Much 3. I understand and agree with my treatment goals. Not at All, Somewhat, or Very Much 4. I have improved my skills and learned new strategies to cope with my problems. Not at All, Somewhat, or Very Much 5. I am personally invested in my treatment and what I need to do to achieve my goals. Not at All, Somewhat, or Very Much 6. What recommendations do you have for program improvement? 7. What else is important for us to know?	
Number of Interviews:	Click or tap here to enter text.
Summary of Responses: Click or tap here to enter text.	

2. USPO/USPSO – A representative sample of officers will be interviewed using a minimum of the following questions:

1. Do officers have a collaborative working relationship with the person providing service delivery?
2. What is going well?
3. What recommendations do you have for program improvement?
4. What else is important for us to know?

Number of Interviews	Click or tap here to enter text.

Summary of Responses:

Click or tap here to enter text.

3. Vendor – A representative sample of those providing service delivery will be interviewed using a minimum of the following questions:

1. Does the person providing service delivery have a collaborative working relationship with officers?
2. Describe the clinical interventions used to address risk factors. (If applicable)
3. What is going well?
4. What else is important for us to know?

Number of Interviews	Click or tap here to enter text.

Summary of Responses:

Click or tap here to enter text.

4. Group Observation (if applicable)

Number of Observations: Click or tap here to enter text.

Summary of Treatment Services Observation Form(s):

Click or tap here to enter text.

Summary of Participant Group Therapy Questionnaires:

Click or tap here to enter text.

Rating	
Satisfactory: ☐	**Unsatisfactory ☐**
Justification: Click or tap here to enter text.	
Deficiencies Requiring Corrective Action Plans (if applicable): Click or tap here to enter text.	

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

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

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

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

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

(a) Definitions.

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

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

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

(d) Taxpayer Identification Number (TIN): _____

[]TIN has been applied for.

[]TIN is not required, because:

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

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

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

(e) Type of Organization:

[]sole proprietorship;

[]partnership;

[]corporate entity (not tax-exempt);

[]corporate entity (tax-exempt);

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

[]foreign government;

[]international organization per 26 CFR 1.6049-4;

[]other

(f) Contractor representations.

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

[]Women Owned Business

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

[]Black American Owned

[]Hispanic American Owned

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

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

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS

GENERAL INSTRUCTIONS FOR PROPOSALS

The vendor shall complete and submit the following by the Date and Time specified in Section A Block 6 of the Solicitation/Offer/Acceptance. *Proposals shall be e-mailed to the person designated in Block 4 and/or 5 of Section A, Solicitation/Offer/Acceptance.* All e-mail submissions must reference in the subject line, the Solicitation # indicated in Section A, Block 1 of the Solicitation/Offer/Acceptance. Hard copies will not be accepted, unless otherwise noted. It is the responsibility of the offeror to confirm the government's receipt of the proposal.

By submission of a signed proposal, the Offeror is agreeing to comply with all requirements, terms, and conditions of this solicitation and any resultant agreement.

A. Certification of Compliance Statement - (Attachment A)

B. Performance Site(s) - (Attachment B)

C. Staff Qualifications - (Attachment C)

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

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

(1) Block 8, as instructed on the form.
(2) Block 10, acknowledgment of amendments.
(3) Block 11, name and address of Offeror.
(4) Block 12, telephone number.
(5) Block 13, name and title of person authorized to sign the offer.
(6) Block 14, signature of Offeror (this shall be signed by a representative authorized to commit the Offeror to contractual obligations. Signature can be electronic or physical.).
(7) Block 15, date signed.

E. Section B - Submission of Prices

(1) **Services**

The Offeror must provide a price for each identified project code (with the exception of actual cost or administrative fees).

(2) **Prices**

The prices submitted must reflect the requirements of the Statement of Work (Section C) for each project code requested as well as all terms and conditions of the contract that relate to that service item. Note: the fiscal year for the federal

Government begins on October 1 of one calendar year through September 30 of the next. Non-competitive purchase orders do not include any option years.

(3) **Acceptable Responses**

(a) **Unit Price**

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

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

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

(c) **Subcontracting**

For project codes the Offeror will be subcontracting, the Offeror shall insert the letter "S" following the price inserted in the Unit Price column. Subcontracting includes all services outsourced in order to fulfill the requirements of the agreement.

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

The Judiciary does not reimburse vendors for defendant/person under supervision no-shows. When formulating pricing for services, the Offeror should consider incorporating the cost of "No-shows" into the proposed unit price. A "No-show" occurs when a defendant/person under supervision does not report for scheduled services and/or does not cancel with at least 24 hours advance notice.

(4) **Estimated Monthly Quantity**

The figures provided in the Estimated Monthly Quantity column of Section B are estimates of the frequency that the services will be required. Estimated Monthly Quantities are based on the specific unit indicated within the project code. (For example, if one unit is equal to thirty minutes at a unit rate of $10, but the service provided is ninety minutes, that would equate to three units of the service for a total cost of $30. Within Section B, the Offeror shall include the pricing based on the unit indicated). *These figures are estimates only and the government is not bound to meet these estimates.*

F. Section I – Required Clauses

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 during performance, and through finalize payment of any purchase order resulting from this solicitation. Failure to do so could result in delay in payments.

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

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

Attachment A

OFFEROR'S CERTIFICATION OF COMPLIANCE STATEMENT

The Offeror shall complete the certification below.

I, the Offeror, hereby certify I will provide the mandatory requirements stated in Sections C, E, F, G, H and I and all services in strict compliance with requirements, terms, and conditions of the RFP. I understand that failure to perform in accordance with any of the requirements, terms, and/or conditions may result in suspension or discontinuation of referrals or termination of the agreement.

I, the Offeror, hereby certify all the below listed subcontractors (if applicable) will provide the mandatory requirements stated in Sections C, E, F, G, H and I and all services in strict compliance with requirements, terms, and conditions of the RFP. I understand that failure to perform in accordance with any of the requirements, terms, and/or conditions may result in suspension or discontinuation of referrals or termination of the agreement.

Include below the names of all subcontractor(s) OR ☐: check box to indicate no subcontractor(s) utilized in the agreement.

PRINTED NAME OF OFFEROR: _____

SIGNATURE OF OFFEROR: _____ DATE: _____

TITLE:_____

Attachment B

PERFORMANCE SITE(S)

The Offeror shall list below the full address(es) of each performance site where services will be provided (as well as all performance sites a subcontractor will utilize) and, if utilizing multiple performance sites, specify which project codes or services will be provided at each site:

CERTIFICATIONS

By signing below, I certify the offeror and any subcontractors maintain compliance with all applicable business and/or operating licenses as required by state and local laws and regulations.

I certify the offeror and any subcontractors maintain compliance with all federal, state and local fire, safety and health codes.

PRINTED NAME OF OFFEROR: _____

SIGNATURE: _____ DATE: _____

Attachment C

STAFF QUALIFICATIONS

The Offeror shall prepare and submit below, (attach pages as needed labeled as subsets of this attachment number), for all staff providing direct delivery of services under any resultant Agreement. The Offeror shall complete the certification section below.

CERTIFICATIONS

By signing below, I, the Offeror, certify the following:

- No proposed staff members providing direct delivery of services under this agreement are under investigation for or charged with a criminal offense and/or under pretrial, probation, parole, mandatory release or supervised release (federal, state, or local).

- No proposed staff members providing direct delivery of services under this agreement have been convicted of any sexual offense (including but not limited to child sexual abuse material/pornography offenses, child exploitation, sexual abuse, rape, or sexual assault) or are required under federal, state or local law to register on sex offender registries.

- Staff specified to provide services listed by project code have the required education, relevant experience and current licenses/credentials listed in Section C of the RFP.

PRINTED NAME OF OFFEROR: _____

SIGNATURE: _____ DATE: _____

STAFF QUALIFICATIONS
(add additional pages as needed)

Name of each staff person providing direct service delivery	Identify by **Project Code** all services each staff person will provide	Include the **Educational Background** of each staff person providing direct service delivery	Include all **Relevant Experience** based on the service delivery provided by the staff person	List Current **Licensure, Credentials, Certifications, etc.** to verify each person meets the staff qualifications related to the service delivery they are providing (if applicable)