FISCAL YEAR 2011
REQUEST FOR PROPOSALS

TREATMENT SERVICES FOR
FEDERAL DEFENDANTS AND OFFENDERS

Blanket Purchase Agreement

SECTION C. DESCRIPTION/STATEMENT OF WORK

PROVISION OF SERVICES

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

INTRODUCTION

A. Pursuant to the authority contained in 18 U.S.C. § 3154, and 3672, contracts or Blanket Purchase Agreements may be awarded to provide services for defendants/offenders who are drug-dependant, alcohol-dependant, and/or suffering from a psychiatric disorder. Such services may be provided to federal defendants/offenders supervised by the USPO/USPSO; pretrial clients 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, USPSO, or Bureau of Prisons).

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

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

DEFINITIONS

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

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

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

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

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

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

G. **"Client"** means any drug dependent pretrial releasee, probationer, parolee, mandatory releasee, mandatory parolee, or supervised releasee receiving drug/alcohol testing and/or treatment and/or mental health treatment while under the supervision of the Federal Probation System.

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

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

J. **"Pretrial Services Officer"** (i.e., USPSO) means the individual appointed by a United States District Court to provide pretrial release investigations, recommendations and supervision services for that court. "Pretrial Services Officer" refers to the individual responsible for the direct supervision of a client receiving drug/alcohol testing and/or treatment and/or mental health treatment services.

K. **"Chief Pretrial Services Officer"** (i.e., CPSO) means the individual appointed

by the court to supervise the work of the court's pretrial services staff. For the purpose of the contract, the "Chief Probation Officer" acts as the contract administrator on behalf of the Director of the Administrative Office of the United States Courts.

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

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

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

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

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

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

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

S. **"Probation Form 46"** - Monthly Treatment Record.

T. **"NIDT"** - Non-Instrumented Drug Testing Device.

U. **"COTR"** - Contracting Officer Technical Representative.

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

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

X. **"Co-payment"** - Any payment from an offender/defendant or third party reimbursement.

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

MANDATORY REQUIREMENTS

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

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

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

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

a. **Storage of Urinalysis Supplies**

The vendor shall:

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

(2) Prevent defendant/offender access to the secure storage areas.

b. **Secure Collection Area**

The vendor shall:

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

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

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

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

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

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

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

d. **General Urine Specimen Collection Procedures**

(1) The vendor shall ensure defendants/offenders:

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

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

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

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

(2) The vendor shall ensure that the collectors:

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

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

(c) Complete a Chain of Custody or NIDT Collection Form (provided by the USPO/USPSO) before a defendant or offender voids

following the chain of custody procedures, and then unless the vendor is using an NIDT that yielded a negative result, peel the Barcode label from the Chain of Custody form and place it on the bottle.

(d) Collect a minimum of 30 milliliters of urine to allow the laboratory to conduct the initial presumptive screen and confirmation tests. A specimen with less than 10 milliliters of urine is not acceptable for testing and shall not be submitted as the laboratory will not test it due to insufficient quantity.

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

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

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

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

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

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

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

area of the form until the collection process is completed.

e. **Observed Urine Specimen Collection Procedures**

The vendor shall:

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

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

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

f. **Unobserved Urine Specimen Collection Procedures**

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

(1) Take unobserved specimens **only** when the defendant/offender and the collector are not of the same gender or it is virtually impossible to collect an observed specimen.

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

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

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

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

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

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

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

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

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

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

The vendor shall ensure that:

(1) Every specimen shipped or transferred to a testing facility is contained in a bottle or container specifically designed to withstand the rigors of transport. All bottles and containers shall be provided by the Government. NIDT cups/bottles may only be used for shipping with the advanced approval of OPPS. Vendors shall seek approval for each type of NIDT device intended for shipping.

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

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

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

(5) Refrigerated urine specimens are not retained **longer than** 48 hours before they are sent to the laboratory. If urine specimens are retained longer than 48 hours the specimens must be frozen.

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

h. **"No Test" Policy**

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

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

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

(3) The specimen bar code label is present.

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

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

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

When any of the above conditions are not met, "No Test" will be stamped on the request report form and the reason for the no test will be checked or written in the space provided. Specimens that cannot be tested will be discarded. The vendor shall ensure that **all** of the above conditions are present for specimens sent to the national drug testing laboratories for testing.

i. **Random Urine Specimen Collection Procedures**

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

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

offender tests positive, more frequent urine collections may be required.

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

(3) The vendor shall not alter a randomly scheduled urine collection without the approval of the USPO/USPSO. The frequency of random urine collections shall be determined and authorized by the Program Plan (Probation Form 45).

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

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

(1) **Urinalysis Testing Log**

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

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

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

k. **National Contract Urinalysis Laboratories**

Urine specimens are analyzed under a separate contract with the AOUSC. The vendor shall notify the USPO/USPSO of positive specimen results reported from a national laboratory within 24 hours. Upon award, the USPO/USPSO shall notify the vendor that it uses a national contract testing laboratory and provide supplies and instructions for the shipping and handling of specimens.

l. **Onsite Screening Urinalysis Laboratory**

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

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

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

a. **Urine Testing**

The vendor shall:

(1) Ensure that personnel who perform drug testing using NIDTs have documented training by the device manufacturer or their designee, certification of successful completion of the training, and demonstrated proficiency in the use of the test device(s).

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

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

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

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

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

b. **Specimen Processing**

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

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

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

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

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

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

(b) At the direction of the USPO/USPSO, prepare 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 Government. Once transfer of the specimen is completed, the vendor shall discard the NIDT device(s). Send the specimen(s) to the national laboratory within 48 hours unless otherwise instructed by the USPO/USPSO.

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

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

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

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

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

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

The vendor shall:

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

(2) Charge only one NIDT (PC 1011) to the Government if the specimen is also sent to a national laboratory. Charging for **PC 1010-**(urine collection) and PC 1011 for the same specimen is not permitted. The vendor may include the additional work related to sending a specimen to a national laboratory and reporting the result in the unit price (PC 1011) for this service. Approximately one out of ten samples will be prepared for mailing to a national laboratory, but not all samples will be sent because defendants/offenders will admit drug use.

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

The sweat patch is a white absorption pad, covered with a polyurethane dressing that acts as a storage device for illicit drugs released from the body in sweat. It is used to monitor defendants/offenders for extended periods of time, or to test defendants/offenders who have difficulty voiding due to documented medical conditions. Patches will be supplied by the USPO/USPSO. If USPO/USPSO approves the vendor's use of the sweat patch on the Form 45, the vendor shall use the following procedures for the application, removal, and testing process of the sweat patch:

a. **Staff Training**

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

b. **Storage**

The vendor shall:

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

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

c. **Safety Precautions**

The vendor shall:

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

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

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

The vendor shall:

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

(2) Immediately collect a urine specimen and report to the USPO/USPSO within 24 hours if a defendant/offender reports with a sweat patch that is falling off, has fallen off, or is missing. The vendor shall stop using a

sweat patch on defendants/offenders who continue to experience difficulties in retaining the patch on their skin. The vendor shall report to the USPO/USPSO within 24 hours if it has discontinued use of a sweat patch.

e. **Sweat Patch Application**

The vendor shall:

(1) Advise the defendant/offender that the patch may be placed on the upper arm, the lower back, or the front kidney area. Ask the defendant/offender where they would prefer to have the patch applied. Apply the patch on the preferred location, but avoid placement on tattooed, abraded, cut, irritated or sensitive skin.

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

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

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

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

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

f. **Sweat Patch Removal**

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

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

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

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

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

g. **Sweat Patch Test Policy**

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

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

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

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

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

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

h. **Sweat Patch Records and Reports**

The vendor shall:

(1) Maintain a separate log for sweat patch specimens which includes columns for the following information: the name of the defendant/offender, PACTS Number, Chain of Custody barcode number, medications taken, application date, removal date, test result, collector's initials, co-pay collected (if applicable), and a place to note any unusual

occurrences. The log must be approved by the USPO/USPSO.

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

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

i. **Sweat Patch Invoicing**

The vendor shall:

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

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

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

4. **Breathalyzer (1504):**

The vendor shall:

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

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

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

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

e. Maintain an instrument log that will document the instrument's serial number,

requirements for calibration, dates of calibration, and the date for the next calibration. Instrument logs shall be approved by the USPO/USPSO.

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

Substance Abuse Services

5. Case Management Services (Substance Abuse) (2000)

Case Management Services (Substance Abuse) is defined as a method of coordinating the care and services of drug and/or alcohol dependent people within the Re-entry Program setting. This service can be utilized as a way of linking a Re-entry Program to the clinicians and service providers involved with the defendant/offender's care. This service is only available when used in conjunction with individual or group counseling (Project Codes 2010, 2020, 2021, 2022, 2030, 2040, 2080, 2090, 6015, 6026, 6027, 6036).

The vendor shall provide:

a. **Case Management Services (Substance Abuse) (2000)** to defendants and/or offenders which may include but is not limited to providing assistance in the following areas:
   (1) Facilitate service linkage in the community and coordinate integrated services from multiple providers (where applicable);
   (2) Attend Re-entry Program proceedings as requested;
   (3) Provide verbal and written reports on the defendant/offender's progress as required by the Court; and
   (4) See additional requirements under the local needs section.

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

This is comprehensive biopsychosocial intake assessment and report which shall be conducted by a state certified addictions counselor or a clinician who meets the standards of practice established by his/her state's regulatory board. The assessor shall identify the defendant(s)/offender(s) substance abuse severity, strengths, weaknesses, and readiness for treatment. Assessments shall be conducted face to face.

The vendor shall provide:

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

Interview for DSM-Substance Abuse Disorder Module (SCID-IV).

(b) A typed report to the USPO/USPSO **within 10 calendar days** of the vendor's first face-to-face contact with the defendant/offender. At a minimum the assessment report shall address the following:

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

(2) Diagnostic impression;

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

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

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

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

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

7. **Cognitive Behavioral Interventions**

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

The vendor shall provide:

Clinical Cognitive Behavioral Group (2021) - to two (2) or more defendants/offenders but no more then twelve (12) led by a trained and certified counselor as defined below. Treatment shall include the use of cognitive and behavioral techniques to change defendant/offender thought patterns while teaching pro-social skill building.

The vendor shall ensure that personnel meet the following qualifications:

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

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

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

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

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

Manualized Cognitive Behavioral Group (2022) - to two (2) or more defendants/offenders but no more then twelve (12) led by a trained facilitator as defined below. The groups shall offer a structured approach to a specific component of an intervention plan and address the criminal thinking component of a defendant/offender. Examples of this type of group are Moral Reconation Therapy, Thinking for a Change, Problem Solving Skills in Action, Choices and Changes, and The Change Companies. The applicable course materials shall be provided by the vendor and included in the price for this service.

The vendor shall ensure:

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

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

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

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

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

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

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

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

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

8. **Substance Abuse Counseling**

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

The vendor shall provide:

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

(1) **Treatment Readiness Group (2090)** to two (2) or more defendants/offenders. This clinical service shall prepare defendants/offenders for success in substance abuse treatment through the use of motivational interviewing and cognitive-behavioral skill building.

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

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

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

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

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

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

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

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

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

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

(5) Ensure that a typed discharge summary is submitted to the USPO/USPSO **within 15 calendar days after** treatment is terminated. The summary

shall outline the reason for concluding contract services, (i.e., the defendant/offender responded to treatment and treatment is no longer needed, or the defendant/offender failed to respond to treatment). Additionally, the discharge summary shall include recommendations for community-based aftercare that the defendant/offender can readily access. In all cases, the discharge status (i.e., successful discharge, unsuccessful discharge, interruption of treatment, etc.) shall be clearly stated.

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

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

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

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

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

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

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

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

This intervention is for defendants/offenders who require more structure than is provided in either individual or group counseling, but less structure than is offered in residential treatment.

The vendor shall provide:

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

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

(2) Group counseling sessions at least three (3) days per week for a minimum length of three (3) hours per session; and

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

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

b. The vendor shall:

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

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

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

NOTE: After every update, or at least every 90 days, the treatment plan should be

attached to the monthly treatment report provided to the USPO/USPSO.

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

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

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

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

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

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

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

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

(3) Paraprofessionals are **only** used under the direct supervision of, and in conjunction with, a staff member who meets the

requirements described in item numbers (1) and (2) above, and after obtaining the approval of the contracting officer or designee. Interns may be considered paraprofessionals.

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

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

The vendor shall provide:

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

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

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

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

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

The vendor shall ensure that:

b. Practitioners providing integrated treatment services for co-occurring disorders must be a licensed/certified psychiatrist, psychologist, masters or doctoral level practitioner who meets the standards of practice established by his/her state's regulatory board and are trained in working toward the recovery of clients with co-occurring disorders;

c. Practitioners use integrated treatment approaches deemed successful with

individuals with co-occurring psychiatric and substance abuse disorders;

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

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

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

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

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

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

11. **Physical Examination and Laboratory Studies**

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

The vendor shall provide:

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

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

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

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

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

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

The vendor shall provide:

a. **Psychological Evaluation and Report (5010)**- which includes all available information from defendant/offender self-reports. This evaluation and report shall provide and/or clarify diagnostic impressions, assist in differential diagnosis, and/or assist in treatment planning. As part of the evaluation, the evaluator shall render an opinion based on the results of available psychological testing. The evaluation and report shall be conducted and prepared by a licensed/certified psychologist (PhD or Psy.D, or other advanced doctoral degree) who meets the standards of practice established by his/her state's regulatory board.

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

other advanced doctoral degree) who meets the standards of practice established by his/her state's regulatory board.

c. **Psychiatric Evaluation and Report (5030)**- consisting of a medical evaluation and report conducted and prepared by a licensed medical doctor/physician, a psychiatrist who specializes in disorders of the mind, or other qualified practitioner who is board certified or board-eligible, and meets the standards of practice (i.e., academic training, residency, etc.) established by his/her state's regulatory board. The purpose for this type of evaluation is to establish a psychiatric diagnosis, to determine the need for psychotropic medications and/or to develop an initial treatment plan with particular consideration of any immediate interventions that may be needed to ensure the defendant's/offenders's safety to that of the community.

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

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

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

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

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

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

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

(e) History of present illness (Compliant);
(f) Behavioral observations;
(g) Cognitive functioning (i.e., range of intellectual functioning), if necessary;
(h) Social-Emotional functioning (i.e., implications of the defendant's/offender's cognitive strengths/weaknesses, ability to appreciate judgement and empathic ability);
(i) Mental status examination (including appearance, general behavior, expression of mood and affect, speech and language, suicidal/homicidal thoughts (including current level of dangerousness to self/others);
(j) Social history (i.e., psychosocial/ developmental history, occupational and family history). **NOTE**: The social history shall not be a synopsis and/or overview of presentence and/or pretrial services reports, or other institutional progress report provided by the USPO/USPSO to the vendor for background information, but shall include information from those reports;
(k) Diagnostic impression according to the most current edition of the American Psychiatric Association's Diagnostic and Statistical Manual of Mental Disorders (i.e., DSM). If a defendant/offender does not meet DSM criteria that shall be noted in the evaluation. (NOTE: All five axes are required.) For Axis V, indicate current global assessment of functioning (GAF) score (include current and highest in past years);
(l) Recommendations (should include whether further psychological or psychiatric treatment is required; if so, what specific issues require treatment, required modality of treatment, frequency, intensity, and treatment goals).

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

(a) Reason for the evaluation (i.e., main complaint, general psychiatric evaluation, or clinical consultation), and sources of information for the report (to include current counselors);
(b) History of present illness (i.e., history of current symptoms, available details on previous treatments);
(c) Past psychiatric history (i.e., history of all past episodes of mental illness and treatment, previous established diagnoses, medication usage and duration);
(d) General medical history;
(e) History of substance abuse (i.e., if available, include information on quantity, frequency, route of administration, patterns of licit and illicit psychoactive substances);

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

(g) Physical examination (if required);

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

(i) Functional assessment;

(j) Description and evaluation of all testing components;

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

(l) Recommendations shall include whether further psychological/psychiatric treatment is required; whether or not medications are required, if so, type, dosage, and route of administration. If treatment is not indicated, this should be clearly stated. If treatment is indicated, all interventions recommended shall be detailed (i.e., individual, group).

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

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

The vendor shall provide:

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

The vendor shall provide:

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

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

(a) Basic identifying information and sources of information for the report (to include current counselors);
(b) A mental status examination including physical appearance, orientation, mood/affect, intellectual functioning, suicidal or homicidal ideation, social judgement and insight, psychiatric symptoms, current level of dangerousness to self/others, etc., and possible indicators supporting the need for further testing and/or treatment;
(c) Summary of the defendant's/offender's mental health as it relates to supervision;
(d) Any identifying background information, outpatient/inpatient mental health history, family/medical history, substance abuse history, current social situation (i.e., source of income, employment, environment), five axial DSM-IV diagnosis (if applicable) and treatment recommendations (if applicable);
(e) Recommendations for further assessments if the assessment clearly identifies the need for treatment, need for additional assessments or testing (including assessment to determine need for psychotropic medications or a further substance abuse evaluation).

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

Case Management Services (Mental Health) (6000) is defined as a method of coordinating the care of severely mentally ill people in the community. Case management services serve as a way of linking clients to essential services including but not limited to securing financial benefits, health and mental health care. This service is only available when used in conjunction with some form of mental health counseling (Project Codes 6010, 6015, 6020, 6021, 6026, 6027, 6028, 6030, 6036, and 6080).

The vendor shall provide:

a. **Case Management Services (Mental Health) (6000)** to defendants/ offenders which may include but is not limited to providing assistance in finding services in the following areas:
   (1) Intensive community-based services to maximize the defendant/offender'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 (where applicable);
   (3) Supportive/problem-solving individual counseling;
   (4) Direct service support including assistance with obtaining transportation, housing, financial support, 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, and
   (6) Crisis intervention.

The vendor shall ensure that:

b. Case Managers meet the standards of practice established by his/her state's professional regulatory board (where applicable) and meet the **minimum** qualifications (must have 1 or 2 and 3):
   (1) Bachelor's degree in a behavioral health field (psychology, social work, counseling, etc.) and one year experience in behavioral health field or appropriate internship; **or**
   (2) High School Diploma or GED and five (5) years experience in behavioral health setting; and
   (3) Work under the direct supervision of, and in conjunction with licensed/certified psychiatrist, psychologist, or masters or doctoral level practitioner who meets the standards of practice established by his/her state's professional regulatory board.

c. Only face-to-face contacts with the defendant/offender are billed and emergency telephone calls are included in the basic unit price.

14. **Mental Health Counseling**

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

The vendor shall provide:

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

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

The vender shall ensure that:

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

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

(c) Practitioners prepare treatment plans that include: (1) short and long-tern measurable goals and objectives the defendant(s)/offender(s) will be attempting to achieve; (2) type and frequency of services to be received; (3) specific criteria for treatment completion and the anticipated time-frame; (4) documentation of treatment plan review, at least every 90 days, to include the following: defendant's/offender's input, continued need for treatment, and information on family and significant other involvement

(i.e., community support programs, etc.). **NOTE**: a treatment plan shall be attached to the monthly treatment report provided by the USPO/USPSO after every revision but at least every 90 days.

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

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

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

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

16. **Intensive Outpatient Mental Health Counseling (6080)**

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

The vendor shall provide:

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

(1) Counseling sessions provided for a minimum of three (3) hours per session at least three (3) days per week;

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

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

The vendor shall:

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

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

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

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

(8) Ensure that a typed discharge summary is submitted to the USPO/USPSO **within 15 calender days after** treatment is terminated. The summary shall outline the reason for concluding contract services, (i.e., whether the defendant/offender responded to treatment and if treatment is no longer needed, or whether the defendant/offender failed to respond to treatment).

Additionally, the discharge summary shall include recommendations for community-based aftercare that the defendant/offender can readily access. In all cases, the discharge status (i.e., successful discharge, unsuccessful discharge, interruption of treatment, etc.) shall be clearly stated.

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

A sex offense-specific evaluation (also commonly known as a "psychosexual evaluation") is a comprehensive evaluation of an alleged or convicted sex offender, meant to provide a written clinical evaluation of a defendant's/offender's risk for re-offending and current amenability for treatment; to guide and direct specific recommendations for the conditions of treatment and supervision of a defendant/offender; to provide information that will help to identify the optimal setting, intensity of intervention, and level of supervision, and; to assess the potential dangerousness of the defendant/offender. This type of evaluation may include one or any combination of the following services: **penile plethysmograph (5021), clinical polygraph (5022), psychological testing (5020), and/or Abel Assessment for Sexual Interest (AASI) (5025)**, **and any other assessment deemed appropriate by the clinician and approved in advance by the USPO/USPSO.**

The vendor shall provide:

a. A **sex offense-specific evaluation and report (5012)**: for the purposes of assessing risk factors and formulating a treatment program plan. A sex offense-specific evaluation of a defendant/offender shall consider the following: sexual developmental history and evaluation for sexual arousal/interest, deviance and paraphilias, level and extent of pathology, deception and/or denial, presence of mental and/or organic disorders, drug/alcohol use, stability of functioning, self-esteem and ego-strength, medical/neurological/pharmacological needs, level of violence and coercion, motivation and amenability for treatment, escalation of high-risk behaviors, risk of re-offense, treatment and supervision needs, and impact on the victim, when possible.

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

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

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

(3) Description of all tests administered and results of the testing;

(4) Specific diagnostic impressions and recommendations for treatment. If treatment is not indicated, this should be clearly stated. If treatment is indicated, all interventions recommended should be detailed (i.e., group therapy, aversion therapy, medications), the level and intensity of offense-specific treatment, treatment of coexisting conditions;

(5) Specific recommendations for community management, the level and intensity of behavioral monitoring needed, the types of external controls which should be considered specifically for defendant/offender (e.g., controls of work environment, leisure time, or transportation; life stresses, or other issues that might increase risk and require increased supervision). This must include the level of environmental restriction recommended if results allow for such determination;

(6) Referral for medical/pharmacological treatment, if indicated; and

(7) Methods to lessen victim impact (if available).

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

The vendor shall ensure:

a. A **sex offense-specific evaluation and report (5012)** is provided by a licensed/certified psychiatrist, psychologist, or masters or doctoral level practitioner who meets the standards of practice established by his/her state's regulatory board and adheres to the established ethics, standards and practices of state regulatory sex offender management boards (where applicable). The individual shall practice within the generally accepted standards of practice of the individual's mental health profession, adhere to the Code of Ethics published by the Association for the Treatment of Sexual Abusers (ATSA), and demonstrate competency according to the individual's respective professional standards and conduct all evaluations/treatment in a manner that is consistent with the reasonably accepted standard of practice in the sex offender evaluation/treatment community.

b. The practitioner uses at least one actuarial risk assessment that has been researched and demonstrated to be statistically significant in the prediction of re-offense or dangerousness on a population most similar to the offender being evaluated.

(Examples of actuarial assessments include: VRAG, SORAG, HARE PCL-R, RRASOR, STATIC 99, MNSOT-R).

c. The practitioner uses instruments with demonstrated reliability and validity that have specific relevance to evaluating persons charged with or convicted of sex offenses.

d. The practitioner reviews and considers at least the following information: the criminal justice information, including the details of the current offense and documents that describe victim trauma, when available; and collateral information, including information from other sources on the defendant's/offender's sexual behavior.

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

18. **Sex Offense-Specific Treatment For Post Conviction**

Sex offense-specific treatment is defined as treatment interventions used to help sex offenders accept responsibility, have an increased level of recognition and focus on details of actual sexual behavior, arousal, fantasies, planning and rationalizations of their sexually deviant thoughts and behavior. Sex offense-specific treatment gives priority to the safety of an offender's victim(s) and the safety of potential victims and the community.

a. As ordered on the Probation Form 45 the vendor shall provide:
   (1) **Individual Sex Offense-Specific Treatment (6012)** to one (1) offender,
   (2) **Group Sex-Offense Specific Treatment (6022)** to two (2) or more offenders but not more then ten (10),
   (3) **Family Sex-Offense Specific Treatment (6032)** to an offender and one or more family members. The counselor may need to meet with family members without the offender present with USPO written approval. This project code is also appropriate for family members who have suffered victimization by the offender and/or to prepare family members for possible reunification,
   (4) **Group Sex Offense-Specific Treatment Readiness (6090)** to two (2) or more offenders but no more than twelve (12). Treatment Readiness Group shall include offenders with little or no understanding of the cycle of sexual offenses. The attendance of one family member per offender shall be included in the unit price in Section B.

The vendor shall ensure that:

a. **Sex offense-specific treatment (6012, 6022, 6032, and 6090)** is provided by a licensed/certified psychiatrist, psychologist, or masters or doctoral level practitioner who meets the standards of practice established by his/her state's regulatory board and adheres to the established ethics, standards and practices of state regulatory of state sex offender management board (where applicable). The individual shall practice within the generally accepted standards of practice of the individual's mental health profession, adhere to the Code of Ethics published by the Association for the Treatment of Sexual Abusers (ATSA), and demonstrate competency according to the individual's respective professional standards and conduct all evaluations/treatment in a manner that is consistent with the reasonably accepted standard of practice in the sex offender evaluation/treatment community.

b. Practitioners employ treatment methods that are supported by current professional research and practice.

c. Practitioners employ treatment methods that are based on a recognition of the need for long-term, comprehensive, offense-specific treatment for sex offenders. Self-help or time limited treatments shall be used only as adjuncts to long-term, comprehensive treatment.

d. The content of offense-specific treatment for sex offenders (6012, 6022, 6032 and 6090) shall be designed to:

1) Hold offenders accountable for their behavior and assist them in maintaining their accountability;
2) Require offenders to complete a full sex history disclosure and to disclose all current sex offending behaviors;
3) Reduce offenders' denial and defensiveness;
4) Decrease and/or manage offenders' deviant sexual urges and recurrent deviant fantasies;
5) Educate offenders about the potential for re-offending and specific risk factors;
6) Teach offenders self-management methods to avoid a sexual re-offense;
7) Identify and treat the offenders' thoughts, emotions, and behaviors that facilitate sexual re-offenses or other victimizing or assaultive behaviors;
8) Identify and treat offenders' cognitive distortions;
9) Educate offenders about non-abusive, adaptive, legal, and pro-social sexual functioning;

10) Educate offenders about the impact of sexual offending upon victims, their families, and the community;
11) Provide offenders with training in the development of skills needed to achieve sensitivity and empathy with victims;
12) Identify and treat offenders' personality traits and deficits that are related to their potential for re-offending;
13) Identify and treat the effects of trauma and past victimization of offenders as factors in their potential for re-offending. (It is essential that offenders be prevented from assuming a victim stance in order to diminish responsibility for their actions);
14) Identify social deficits and strengthen offenders' social and relationship skills, where applicable;
15) Require offenders to develop a written plan for preventing a re-offense; the plan should identify antecedent thoughts, feelings, circumstances, and behaviors associated with sexual offenses;
16) Provide treatment or referrals for offenders with co-existing treatment needs such as medical, pharmacological, psychiatric needs, substance abuse, domestic violence issues, or disabilities;
17) Maintain communication with other significant persons in the offenders'support systems to the extent possible to assist in meeting treatment goals;
18) Evaluate existing treatment needs based on developmental or physical disabilities, cultural, language, sexual orientation, and gender identity that may require different treatment arrangements;
19) Identify and treat issues of anger, power, and control; and
20) (For 6032) Educate individuals who are identified as the offenders' support systems about the potential for re-offending and an offender's specific risk factors, in addition to requiring an offender to disclose critical issues and current risk factors.

e. In cooperation with the supervising officer, treatment methods that incorporate the results of polygraph examinations, including specific issue polygraphs, disclosure polygraphs, and maintenance polygraphs (if available) are employed.

f. Practitioners notify the USPO immediately but no later than 24 hours if the offender fails to report for treatment, conduct violating a condition of supervision occurs, or third-party risk issues are identified. If the assigned USPO is not available, practitioners shall notify a supervisor or the duty officer.

g. Any factors that may increase general risk of further sex offenses shall be immediately communicated to the USPO assigned to the case; if the assigned USPO is not available, practitioners shall notify a supervisor or the duty officer.

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

i. Only face-to-face contacts with the offender (or family) shall be invoiced.

The vendor shall provide:

a. A written comprehensive treatment plan based on the needs and risk identified in current and past assessments/evaluations of the offender. The treatment plan shall:

(1) Provide for the protection of victims and potential victims and not cause the victim(s) to have unsafe and/or unwanted contact with the offender;
(2) Be individualized to meet the offender's unique needs;
(3) Identify the issues to be addressed, including multi-generational issues if indicated, the planned intervention strategies, and the goals of treatment;
(4) Define the offender's expectations of treatment, the expectations of his/her family (when possible) and support systems of the treatment process, and address the issue of ongoing victim input (if possible);
(5) type and frequency of services to be received;
(6) Specific criteria for treatment completion and the anticipated time-frame;
(7) Documentation of treatment plan review (including offender's input) documenting continued need for treatment **at least every 90 days; and**
(8) The Treatment Plan shall be attached to the monthly treatment report provided to the USPO after every revision, but at least every 90 days.

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

19. **Chaperone Training and Support/Sex Offender (6091)**

Chaperone Training and Support is a psycho-educational/specialized training for one (1) or more significant others, or family members of a defendant/offender charged with or

convicted of a sex offense. The goal is to provide a means of certifying individuals designated by the probation/pretrial services officer to act as a chaperone for a defendant/offender and safeguard for the community.

The vendor shall ensure that:

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

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

b. Chaperone training and support services are provided by a licensed/certified psychiatrist, psychologist, or masters or doctoral level practitioner who meets the standards of practice established by his/her state's regulatory board and adheres to the established ethics, standards and practices of state regulatory sex offender management boards (where applicable). The individual shall practice within the generally accepted standards of practice of the individual's mental health profession, the individual shall adhere to the Code of Ethics published by the Association for the Treatment of Sexual Abusers (ATSA), and demonstrate competency according to the individual's respective professional standards and conduct all evaluations/treatment in a manner that is consistent with the reasonably accepted standard of practice in the sex offender evaluation/treatment community.

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

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

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

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

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

20. **Physiological Measurements**

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

a. **Penile Plethysmograph (5021)** is a phallometric assessment and report of sexual arousal.

b. **ABEL Assessment for Sexual Interest (AASI) (5025)** is an objective method for evaluating sexual interest which is designed to determine sex offender treatment needs and risk levels.

For the above services, the vendor shall ensure that:

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

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

(3) Consent forms specific to the penile plethysmograph/AASI procedure shall be read, signed, and dated by the defendant/offender. If the defendant/offender refuses to sign the form(s) or submit to testing, the examiner shall contact the USPO/USPSO within 24 hours. In such a case, testing will be discontinued until further instructions are received from the probation officer.

(4) Examiners shall notify the USPO/USPSO within 24 hours, if the defendant/offender fails to report for testing, conduct violating a condition of supervision occurs, new third-party risk issues are identified, or any factors are identified which increase general risk of additional sex offenses. If the assigned USPO/USPSO is not available, practitioners shall notify a supervisor or the duty officer.

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

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

(7) All plethysmograph and ABEL testing material, including the examiner's decision, and the completed plethysmograph and/or AASI documents will be kept for a period of three years after the payment of the last invoice. Copies of all the aforementioned material, are to be forwarded to the USPO/USPSO at the expiration of the contract.

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

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

(2) **Instant Offense/Specific-Issue Disclosure Test:** examines a specific behavior, allegation or event.

d. **Maintenance/Monitoring Test (5023)** shall be employed to periodically

investigate the defendant/offender's honesty with community supervision and compliance with supervision. Maintenance/monitoring polygraph examinations shall cover a wide variety of sexual behaviors and compliance issues that may be related to victim selection, grooming behaviors, deviancy activities or high risk behaviors. Maintenance/monitoring polygraph examinations shall prioritize the investigation and monitoring of the defendant/offender's involvement in any noncompliance, high-risk, and deviancy behaviors that may change over time and would signal an escalating risk level prior to re-offending.

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

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

(1) **Education.** Polygraph examiners shall be graduates of a basic polygraph school accredited by the American Polygraph Association (APA). Examiners shall possess a baccalaureate or higher degree from a regionally accredited university or college, or have at least five years experience as a full-time commissioned federal, state, or municipal law enforcement officer.

A minimum of 40 hours of Post Conviction Sex Offender Testing (PCSOT) specialized instruction, beyond the basic polygraph examiner training, shall be required of those who practice sex offender polygraph testing. Examiners who have passed a final examination approved by the APA are preferred.

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

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

(4) **Ethics and Standards.** Polygraph examiners shall adhere to the established ethics, standards and practices of the American

Polygraph Association (APA). In addition, the examiner shall demonstrate competency according to APA professional standards and conduct all polygraph examinations in a manner that is consistent with the accepted standards of practice.

(5) **Licensure:** Examiners shall be licensed by the State's regulatory Board (if applicable).

(6) All polygraph examinations are audio or video taped in their entirety (video taping is preferred).

(7) Polygraph examiners provide a typed report **within 10 calendar days** to the USPO/USPSO outlining findings and include the following information (if necessary to explain findings in any hearing or case evaluation conference): date and time of examination; beginning and ending times of examination; reason for examination; referring Officer; name of defendant/offender; case background (instant offense and conviction); any pertinent information obtained outside the exam (collateral information if available); statement attesting to the defendant/offender's suitability for polygraph testing (medical, psychiatric, developmental); list of defendant/offender's medications; date of last post-conviction examination (if known); summary of pretest and post-test interviews, including disclosures or other relevant information provided by the offender; examination questions and answers; examination results; reasons for inability to complete exams (if applicable); and any additional information deemed relevant by the polygraph examiner (e.g., behavioral observations or verbal statements).

(8) Consent forms specific to the polygraph procedures shall be read, signed, and dated by the defendant/offender. If the defendant/offender refuses to sign the form(s) or submit to testing, the examiner shall contact the USPO/USPSO immediately, but no later than within 24 hours of refusal. In such a case, testing will be discontinued until further instructions are received from the USPO/USPSO.

(9) Polygraph examinations are subject to quality review. Polygraphers shall submit their complete records for independent quality review upon USPO/USPSO request.

(10) Files shall include at a minimum, the name, date, examination

location, copy of consent forms, pretest worksheet, copy of test questions, all case briefing materials, copy of charts, an examiner hand score sheet, the audio or video tape, and the polygraph results. Copies of all the aforementioned material, are to be forwarded to the USPO/USPSO at the expiration of the contract, to be kept in the USPO/USPSO file.

(11) Examiners shall notify the USPO/USPSO immediately but no later than 24 hours if the defendant/offender fails to report for testing, conduct violating a condition of supervision occurs, new third-party risk issues arise, or any factors are identified which increase general risk of additional sex offenses. If the assigned USPO/USPSO is not available, practitioners shall notify a supervisor or the duty officer.

(12) If the defendant/offender refuses to submit to polygraph testing, based on a fifth amendment concern, testing shall be discontinued immediately and guidance sought from the USPO/USPSO.

21. Specialized Treatment for Pretrial Defendants charged with a Sex-Offense

Specialized Treatment for Pretrial Defendants charged with a Sex Offense is defined as treatment interventions used to help pre-adjudicated individuals with crisis intervention, support, healthy coping skills, cognitive behavioral treatment and understanding the keys to successful incarceration.

(1) **Individual Specialized Treatment (7013)** to one (1) defendant,
(2) **Group Specialized Treatment (7023)** to two (2) or more defendants but not more than ten (10).

The vendor shall ensure that:

a. **Specialized Treatment Services (7013 and 7023)** are provided by a licensed/certified psychiatrist, psychologist, or masters or doctoral level practitioner who meets the standards of practice established by his/her state's regulatory board and adheres to the established ethics, standards and practices of the state's regulatory sex offender management board (where applicable) to provide Sex Offense Specific Treatment. The individual shall practice within the generally accepted standards of practice of the individual's mental health profession, and adhere to the Code of Ethics published by the Association for the Treatment of Sexual Abusers (ATSA).

b. Practitioners employ treatment methods that are based on a recognition of the

specialized needs presented by pre-adjudicated individuals by employing cognitive behavioral treatment, crisis intervention, and life skills to promote healthy coping skills. The content of the treatment shall include:

(1) Crisis Intervention Services to determine level of suicidal ideation and level of anxiety, if immediate psychiatric intervention is needed, if defendant needs to be referred to a psychiatrist for evaluation and/or medication monitoring, and if defendant is in need of individual therapy in addition to group therapy.

(2) Supportive therapeutic interventions to address feelings of isolation, to help normalize their experience of the Federal Court System, and to address daily stressors (i.e., loss of employment, relationships etc.).

(3) Guidance to help the defendant identify healthy/alternative coping and communication skills.

(4) Cognitive Behavioral Therapy to address thinking errors, core beliefs, and values.

c. Questions pertaining to the instant offense or questions that compel the defendant to make incriminating statements or to provide information that could be used in the issue of guilt or innocence are not asked or addressed. If such information is divulged inadvertently by the defendant, it shall not be included on the written report or communicated to the officer.

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

e. Any factors that increase general risk are immediately communicated to the USPO/USPSO assigned to the case; if the assigned USPO/USPSO is not available, practitioners shall notify a supervisor or the duty officer.

f. Emergency services (after hour phone numbers and local hotlines) are available for defendants when practitioners are not available. Emergency telephone calls shall be included in the basic unit prices.

g. Only face-to-face contacts with the defendant shall be invoiced.

The vendor shall provide:

a. A typed comprehensive treatment plan based on the needs and risks of the defendant. The treatment plan shall: (1) be individualized to meet the defendant's unique needs; (2) identify the issues to be addressed; (3) include planned intervention strategies; (4) include the goals of treatment; (5) identify type and frequency of services to be received; (6) identify specific criteria for treatment completion and the anticipated time-frame; (7) provide documentation of treatment plan review (including defendant's input) documenting continued need for treatment **at least every 60 days;** (8) include information on family and any significant other involvement (i.e., community support programs, etc.); (9) be attached to the monthly treatment report provided to the USPO/USPSO after every revision, but at least every 60 days.

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

22. **Psychotropic Medication**

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

The vendor shall provide:

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

The vendor may charge an:

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

The vendor shall provide:

c. **Administration of Psychotropic Medication (6050) -** the service of dispensing oral medication and monitoring its ingestion and/or administration of intramuscular injections. **The vendor shall provide necessary physical**

examinations and laboratory tests associated with psychotropic medications under codes 4010 and 4020, respectively.

d. **Medication Monitoring (6051)**

The vendor shall:

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

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

The vendor shall ensure that:

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

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

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

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

The vendor shall provide:

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

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

"Visit" price shall be invoiced when medication is taken or administered at the vendor site. "Take home" price shall be invoiced when medication is issued to an offender/defendant who will be responsible for taking the medication.

b. Necessary physical examinations and laboratory tests associated with the Outpatient Take Home Medication, under codes 4010 and 4020, respectively.

24. **Inpatient Detoxification**

The vendor shall provide:

a. One of the following:

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

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

b. Inpatient detoxification services including:

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

The vendor shall ensure that medication is administered in compliance with all federal, state and local regulations.

25. **Methadone Maintenance and Detoxification**

The vendor shall provide:

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

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

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

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

NOTE: Physical examinations and reports associated with a methadone maintenance and detoxification shall be provided under project code 4010.

d. As needed, medication shall be invoiced at the rate indicated in Section B of the contract. "Visit" price shall be invoiced when medication is taken or administered at the vendor site. "Take home" price shall be invoiced when medication is issued to an offender/defendant who will be responsible for taking the medication.

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

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

The vendor shall ensure that:

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

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

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

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

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

k. The defendant/offender:

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

of the DSM; and

(4) Has written medical clearance stating that:

(a) There is minimum danger of side effects from medication; and

(b) Defendant/offender is fully aware of the side effects.

The vendor shall:

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

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

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

o. Monitor the patient for evidence of clinical deterioration; and

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

(1) Demonstrates sustained progress, and

(2) USPO/USPSO and vendor's staff jointly determine that methadone treatment is no longer needed.

26. **Residential Placements**

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

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

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

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

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

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

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

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

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

The vendor shall ensure that services are provided:

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

(2) **Short-term Residential Treatment (2001)** is for defendants/offenders suffering from chemical dependency and needing residential treatment for a period not exceeding 90 days unless approved by OPPS. Residential treatment facilities provide a highly structured environment that incorporates counseling, drug testing,

and other approaches that involve cooperative living for people receiving treatment. The defendant's/offender's progress shall be monitored and reported to the USPO/USPSO every 30 days.

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

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

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

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

The vendor shall provide:

(1) A discharge summary report for each defendant/offender upon termination of the residential period for **Therapeutic Community**

Treatment (1001); Short-term Residential Treatment (2001); Long Term Residential Treatment (2002); Short-term Residential Treatment for Co-Occurring Disorders (6001); and/or Long-Term Residential Treatment for Co-Occurring Disorders (6002); and Confined Treatment Alternative (1503).

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

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

27. **Residential Facilities Requirements (8010, 8030, 8050) and Residential Placements (1001, 1503, 2001, 2002, 6001, and 6002)**

All residential, housing and inpatient services listed above shall be provided at facilities that are licensed by the state and locality (if applicable) in which they are located and are in compliance with the Residential Facility Requirements (below).

a. **Defendant/Offender Information**

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

b. **Staff Qualifications**

The vendor shall ensure that the facilities:

(1) Have adequately trained and physically able, paid staff on duty/premises to provide 24 hours, 7-days a week coverage. (Staff may not be asleep during their assigned shifts);

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

(3) Keep written position descriptions that accurately describe current duties

for all staff performing services under this agreement;

(4) Establish minium employment qualifications for all staff performing services under this agreement;

(5) Have, at a minium one staff member on each shift that is trained in emergency CPR and first aid;

(6) Use practitioners providing clinical counseling services that have at least one of the following:

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

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

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

(8) Only use paraprofessionals under the direct supervision of, and in conjunction with, a staff member who meets the requirements described in item (6) (a) and (b) above, and after obtaining the approval of the contracting officer or designee. Interns may be considered paraprofessionals.

c. **Code Compliance**

The vendor shall:

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

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

d. **Sleeping and Bathroom Facilities**

The vendor shall:

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

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

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

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

e. **Emergency Plans**

The vendor shall:

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

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

(3) Train all facility personnel to implement the emergency and evacuation plans and document such training.

f. **Safety Precautions**

The vendor shall provide:

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

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

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

(4) Portable fire extinguishers throughout the facility appropriately rated and classed (i.e., Rated 2A; Class A extinguisher per 600 square feet for light hazard occupancy with a maximum travel distance of 75 feet to an extinguisher).

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

(6) Fire inspections and testing of fire equipment by the equipment

representative conducted at least semiannually.

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

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

g. **General Food Service**

The vendor shall:

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

(2) Provide meals for defendants/offenders whose work schedules prevent them from eating at meal time.

(3) Provide daily reasonable food selections.

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

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

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

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

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

The U.S. Food and Drug Administration (FDA) publishes the *Food Code,* a model that assists food control jurisdiction at all levels of government by providing them with a scientifically sound technical and legal basis for regulating the retail and food service segment of the industry (restaurants and grocery stores and institutions such as nursing homes). Local, state, tribal and federal regulators use the *FDA Food Code* as a model to develop or update their own food safety rules and to be consistent with national food regulatory policy. At a minimum, the vendor shall comply with the standards set forth in the most

recent version of the *FDA Food Code,* which can be found at http://www.cfsan.fda.gov/~dms/fc05-toc.html.

i. **Vendor Meals Served in Restaurants**

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

j. **Emergency Medical Service**

The vendor shall:

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

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

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

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

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

The vendor shall provide:

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

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

28. **Additional Resources for Mental Health-Specific Residential Placements 6001, and 6002:**

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

(1) An initial mental health intake assessment and report and/or a psychiatric

examination and report, and/or a psychological evaluation and report;

(2) Urine specimen collection and reporting results;
(3) Psychotropic medication;
(4) Administration of psychotropic medication;
(5) Medication monitoring;
(6) Clinical consultation with USPO/USPSO;
(7) Individual/group/family counseling.

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

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

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

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

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

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

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

29. **Defendant/Offender Transportation**

The vendor shall provide:

a. **Defendant/Offender Transportation Expenses (1202)** for defendant/offender transportation to and from treatment facilities:

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

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

30. **Emergency Financial Assistance**

The vendor shall provide:

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

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

31. **Vendor Local Travel:**

The vendor may invoice for:

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

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

b. **Vendor's Local Travel by Common Carrier (1402)** (airfare is not approved

travel under this statement of work) for travel outlined above in **Vendor Local Travel by Vehicle (1401)** and conforming with the following:

(1) Reimbursement at actual price as established in the Judiciary Travel Regulations, **and**
(2) Recorded on Probation Form 17, Daily Travel Log.

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

The vendor shall:

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

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

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

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

e. Reimburse the Government as directed in Section G.

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

33. **Deliverables**

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

(1) File Maintenance

The vendor shall:

(a) Maintain a secure filing system of information on all defendants/offenders to whom the vendor provides services under this contract/agreement. If information is maintained electronically, the vendor shall make a hard copy of all files available for review immediately upon request of the USPO/USPSO or designee.

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

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

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

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

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

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

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

b. **Disclosure**

The vendor shall:

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

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

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

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

(5) Disclose defendant/offender records only in accordance with 42 C.F.R. Part 2, and 45 C.F.R. § 160.201 to 205 and Part 164 (even if the vendor is not otherwise subject to 45 C.F.R. § 16.201 to 205, and Part 164). The vendor shall disclose records only after advising the USPO/USPSO of the request and any exceptions to the disclosure of, or an individual's right of access to, treatment or protected health information that might apply.

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

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

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

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

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

c. **File Content**

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

(1) **Chronological Notes** that:

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

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

(c) Document the goals of treatment, the methods used, the defendant's/offender's observed progress, or lack thereof, toward reaching the goals in the treatment records. Specific achievements, failed assignments, rule violations and consequences given should be recorded.

(d) Accurately reflect the defendant's/offender's treatment progress, sessions attended, and changes in treatment.

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

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

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

(a) Identifies vendor services to be provided to the defendant/offender and

billed to the Government under the terms of agreement, and any co-payments due by the defendant.

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

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

(3) **Amended Program Plan (Probation Form 45)** (if applicable) that USPO/USPSO prepares:

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

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

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

(d) To terminate services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) USPO/USPSO shall review for approval if vendor Daily Log form differs from the USPO/ USPSO sample form.

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

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

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

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

treatment records.

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

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

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

(1) Defendant or offender's name and PACTS number
(2) Collection Date
(3) Specimen (bar code) number
(4) Collector's initials
(5) Test results and date received (if applicable)
(6) Drugs or medication taken, and
(7) Special test requested
(8) Co-pay collected (if applicable)

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

(d) The vendor shall submit for USPO/USPSO approval if vendor Daily Urinalysis Log form differs from the sample form provided in attachment J.9.

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

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

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

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

(2) Meet with the USPO/USPSO face-to-face or via a telephone conference at least every 30 days to discuss the defendant's/offender's progress in treatment.

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

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

e. **Vendor Reports (Substance Abuse and Mental Health Reports)**

The vendor shall:

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

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

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

(4) Provide a written quarterly profile on all (one report on all or one report on each) defendants/offenders discharged from the program each quarter (see Attachment J.1).

f. **Vendor Testimony**

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

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

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

(ii) in response to a subpoena.

(2) Provide testimony including but not limited to a defendant's/offender's: attendance record; drug test results; general adjustment to program rules;

type and dosage of medication; response to treatment; test results; and treatment programs.

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

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

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

g. **Emergency Contact Procedures**

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

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

The vendor shall:

a. Notify the USPO/USPSO within 24 hours or as specified in writing by the Contracting Officer of defendant/offender behavior including but not limited to:

(1) Positive drug or alcohol test results.

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

(3) Failure to produce a urine specimen for testing (i.e., stall; withholding a specimen or failure to produce a specimen of sufficient quantity for testing).

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

(5) Failure to follow vendor staff direction.

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

(7) Any behavior that might increase the risk of the defendant/offender to the community.

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

35. **Staff Requirements and Restrictions**

The vendor shall ensure that:

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

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

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

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

e. The vendors and its employees shall:

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

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

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

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

f. The vendor shall notify the USPO/USPSO in writing of any staff changes and provide documentation of any required licensing, certification, experience and education requirements, or changes thereof.

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

36. **Facility Requirements:**

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

37. 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.

38. **Local Services**

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

LOCAL NEEDS

Project Codes 1010 and 1011

A minimum of 50% of the urine specimens collected for each client must be observed.

Project Code 1012

Ensure that the patch is worn for a minimum of 24 hours and a maximum of 7 days.

Project Codes 1010, 1011, 1012, 1504, 2010, 2011, 2020, 2030, 2080

The counseling/drug test collection program must, at the request of the U.S. Probation Office, operate with adjustable hours as follows: 8:30 a.m.-8:00 p.m., Monday-Thursday; 8:30 a.m.-6:30 p.m., Friday; and 10:00 am to 2:00 pm on Saturday.

Project Codes 2010, 2011, 2020, 2030, 2080

The vendor shall designate specific therapists to provide counseling services to federal clients. The number of designated therapists cannot exceed 3 per site location without written request and written approval from the contracting officer. Requests can be by letter or e-mail.

Project Codes 5012, 5022, 5020, 5023, 5030, 6010, 6012, 6015, 6020, 6022, 6026, 6030, 6032, 6036, 6040, 6050, 6051,7013

The counseling program must, at the request of the U.S. Probation Office, operate with adjustable hours as follows: 8:30 a.m.-8:00 p.m., Monday-Thursday; 8:30 a.m.-6:30 p.m., Friday; and 10:00 am to 2:00 pm on Saturday.

Project Code 6040

For medication services (**6040**), if vendor is able to provide all or part of this service utilizing alternative funding sources such as Medicaid, SSI or other sources, vendor should provide the service at a reduced cost or no cost to the Government as soon as the defendant/offender is eligible.

Project Codes 5030 and 6051

Psychiatric services and medication monitoring (**5030 and 6051**) appointments with the psychiatrist are to be within 5 working days when deemed necessary by the Probation Officer.

Project Codes 5012, 5022, 5020, 5023, 5030, 6010, 6012, 6015, 6020, 6022, 6026, 6030, 6032, 6036, 6040, 6050, 6051,7013

The vendor shall designate specific therapists to provide counseling services to federal clients. The number of designated therapists cannot exceed 3 per site location without written request and written approval from the contracting officer. Requests can be by letter or e-mail.

Project Codes 5022 and 5023

For Project Codes **5022** (clinical polygraph exam and report) and **5023** (maintenance/monitoring test), examiner must, when asked by the officer, be willing to travel to conduct examinations and have mobile examination equipment available for testing.

SECTION D. PACKAGING AND MARKING

NOT APPLICABLE

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Vendors Performance (Mandatory Requirement)

The vendor and/or subcontractor shall:

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

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

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

E.2 Clause B-5 Clauses Incorporated by Reference (OCT 2006)

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

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

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

SECTION F - DELIVERIES OR PERFORMANCE

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

a. In an effort to protect the community by providing outpatient treatment, the vendor shall have the capability to immediately place Federal clients in outpatient or urine surveillance without regard to any placement backlog or waiting lists.

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

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

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

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

f. If the vendor offers or provides a treatment program with a religious-based component [for example, Alcoholics Anonymous (AA), Narcotics Anonymous (NA), Cocaine Anonymous (CA)] to defendants or offenders, the vendor shall also offer or provide an alternative secular program that is the same or similar, but without any religious-based component.

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

SECTION G - AGREEMENT ADMINISTRATION DATA

G.1 Contact Point for Assistance

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

G.2 Fiscal Records (Mandatory Requirement)

The vendor shall:

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

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

c. Keep all defendant/offender records associated with the agreement for three (3) years after the final payment date under the agreement, for Government inspection and review, except that the vendor shall keep defendant/offender records relating to litigation or settlement of claims arising out of the performance of this agreement, until final disposition of such appeals, litigation, or claims.

G.3. Invoices (Mandatory Requirement)

The vendor shall:

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

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

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

(1) Individual defendant/offender names and identifying numbers, and

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

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

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

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

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

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

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

(1) PC 1010	(12) PC 5012	(23) PC 6022
(2) PC 2010	(13) PC 5020	(24) PC 6028
(3) PC 2011	(14) PC 5021	(25) PC 6030
(4) PC 2020	(15) PC 5022	(26) PC 6032
(5) PC 2030	(16) PC 5023	(27) PC 6090
(6) PC 2040	(17) PC 5025	(28) PC 6091
(7) PC 2080	(18) PC 5030	(29) PC 2000
(8) PC 2090	(19) PC 6010	(30) PC 6000
(9) PC 4010	(20) PC 6012	(31) PC 7013
(10) PC 5010	(21) PC 6020	(32) PC 7023
(11) PC 5011	(22) PC 6021	

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

g. The vendor shall charge for a session longer or shorter than the prescribed unit time (when the unit price is based on a prescribed unit of time) by adjusting the charge up or down in fifteen minute increments.

h. The vendor shall include on the monthly invoice the item number and the

fractional part of the session for which the vendor is billing the Government.

i. **Example**:

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

Time Spent (in minutes)	Charge
0 - 15	$ 5.00
16 - 30	$10.00
31 - 45	$15.00
46 - 60	$20.00

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

k. The vendor shall include the cost of telephone contacts with defendants/offenders in the unit price for the services and shall not bill separately for these calls.

G.4 Reimbursements or Copayments (Mandatory Requirement)

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

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

b. The vendor shall not submit invoices to the Government for services under this agreement where the vendor already has submitted invoices, or received payment for the same services from other sources.

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

(1) The USPO/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 for services in an amount that exceeds the amount authorized in the contract/agreement with the Government.

SECTION H - SPECIAL AGREEMENT REQUIREMENTS

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

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

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

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

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

(e) *Judiciary's Right of Recovery* Nothing in the above paragraphs will be considered to preclude the judiciary from receiving the benefits of any insurance/bonds the contractor may carry which provides for the indemnification of any loss or destruction of, or damages to, property in the custody and care of the contractor where such loss, destruction or damage is to judiciary property. The contractor shall do nothing to prejudice the judiciary's right to recover against third parties for any loss, destruction of, or damage to, judiciary property, and upon the request

of the contracting officer will, at the judiciary's expense, furnish to the judiciary all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the judiciary) in obtaining recovery.

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

H.2 DRUG-FREE WORKPLACE - JAN 2003

(a) Definitions. As used in this clause,

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

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

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

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

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

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

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

than 30 calendar days performance duration--

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

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

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

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

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

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

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

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

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

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

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

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

workplace:

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

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

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

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

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

H.3 Government Furnished Property - (JAN 2003)

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

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

SECTION I - REQUIRED CLAUSES

I.1 Clause 7-30, Public Use of the Name of the Federal Judiciary - (JAN 2003)

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

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

I.2 Subcontracting

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

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

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

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

I.3. Clause 2-90D, Option to Extend the Term of the Contract - (JAN 2003)

(a) The judiciary may extend the term of this contract by written notice to the contractor within 30 calendar days prior to the then current expiration date of this contract; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the judiciary to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

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

The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor within 30 calendar days prior to the then current expiration date of this contract [insert the period of time within which the contracting officer may exercise the option].

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

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

The 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	JAN 2003
Clause 3-160	Service Contract Act of 1965, As amended	JAN 2003
Clause 3-205	Protest After Award	JAN 2003
Clause 3-210	Protests	AUG 2004
Clause 7-35	Disclosure or Use of Information	AUG 2004
Clause 7-70	Judiciary Property Furnished “As Is”	JAN 2003
Clause 7-85	Examination of Records	JAN 2003
Clause 7-115	Availability of Funds	JAN 2003
Clause 7-135	Payments	JAN 2003
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	JAN 2003
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 - Products and Services)	JAN 2003

Clause 7-235 Disputes JAN 2003

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

Clause 1-10 Gratuities or Gifts JAN 2010

SECTION J - LIST OF ATTACHMENTS

J.1	PROGRAM DISCHARGE SUMMARY PROFILE
J.2	SAMPLE PROGRAM PLAN (PROBATION FORM 45)
J.3	RESERVED FOR FUTURE USE
J.4	MONTHLY TREATMENT REPORT (PROBATION FORM 46)
J.5	AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION (PROBATION FORMS 11B, 11E, and 11I; and PSA FORMS 6B, and 6D)
J.6	DAILY LOG
J.7	DAILY TRAVEL RECORD (PROBATION FORM 17)
J.8	INVOICE
J.9	TESTING LOGS (URINALYSIS, SWEAT PATCH, BREATHALYZER)
J.10	DEPARTMENT OF LABOR WAGE DETERMINATION (As required by the Service Contract Act, when applicable.)

Attachment J.1

Program Discharge Summary Profile[1]

1. Number of defendants[2] enrolled in program during the past 12 months? _____

2. Number of offenders[3] enrolled in program during the past 12 months? _____

3. Number of defendants successfully discharged from program during the past 12 month period? _____

4. Number of offenders successfully discharged from program during the past 12 month period? _____

5. Number of defendants unsuccessfully discharged during the past 12 month period? _____

6. Number of offenders unsuccessfully discharged during the past 12 month period? _____

7. Number of defendants that were discharged due to failure to attend as required during the past 12 month period? _____

8. Number of offenders that were discharged due to failure to attend as required during the past 12 month period? _____

9. Other types of discharge during the past 12 month period, please explain in short narrative paragraph below (e.g., number of defendants, number of offenders, and reason):_____
_____
_____
_____
_____
_____
_____

10. Average treatment duration per client over the past 12 month period? _____

11. Average frequency of treatment per client over the past 12 month period? _____

12. Average staff to client ratio over the past 12 month period? _____

---

[1]Shall include entire clientele (federal, state, and local). Shall not be limited to only federal probation and pretrial services referrals.

[2]Defendant - An individual who has been charged with a crime, but not yet convicted. These individuals may or may not have been under pretrial supervision.

[3]Offender - An individual who has been convicted of a crime. These individuals are typically serving a period of probation or other form of post-conviction supervision.

Initial

TREATMENT SERVICES CONTRACT PROGRAM PLAN

Client Identifying Information

Client:	Tide, Roll	PACTS #:	2501
Address:	954 Buffalo Cr San Antonio TX 78229	Pretrial/Post Conviction:	Pretrial
Officer:	Brink, Debra	Client Phone:	210-854-2121
Officer Phone:	210-301-6324	DOB:	08/08/1976

Photo Not Available

Provider Information

Provider:	ABC Treatment	Procurement No:	0311-2009-RNJJ
Provider Location:	ABC-Downtown	Effective Date:	04/21/2009
Attn:	Carol Williams	Termination Date:	
Location Address:	211 Constitution Avenue Washington DC 2000		
Phone:	202-555-5555		
Fax:	202-666-6666		

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 Abuse Counseling		2.0	Monthly	$0.00

Instructions to Provider Regarding Client Needs and Goals of Treatment

Officer: Brink, Debra

Referral Agent:

Client: Tide, Roll

✎PROB 46
(10/09)

MONTHLY TREATMENT REPORT

This form must be completed and submitted with each monthly billing. Additional sheets may be used.

1. PROGRAM NAME:	1a. PROVIDER NAME:	2. DATE OF CURRENT TX PLAN (ATTACH REVISIONS):
3. CLIENT NAME:	3a. PACTS NO.	4. FOR PERIOD COVERING:

5. PHASE NO.	5a. TIME IN PHASE:	6. PRETRIAL CLIENT: ☐ Yes ☐ No	7. CLIENT EMPLOYED: ☐ Yes ☐ No ☐ Student ☐ Other

8. CONTACTS SINCE LAST REPORT

a. Date	b. Service (Name & No.)	c. Length of Contact	d. Comments (No Shows, Tardiness, Issues Addressed)	e. Copay (amount collected)

9. URINE TESTING RECORD

DATE COLLECTED	Scheduled		Sample Not Tested		Drug Use Admitted		COLLECTED BY	SPECIAL TESTS REQUESTED	TEST RESULTS (Pos./Neg.)	Copay (amount collected)
	Yes	No	Insuf.Qty	Stall	No	Yes(specify dr.)				

10. COMMENTS REGARDING CLIENT'S TREATMENT PROGRESS

a. Describe the treatment goals address this month (☐ Met ☐ Not Met):

b. Describe any steps taken by the client this month toward these goals (☐ Positive ☐ Negative):

c. Describe any obstacles or setbacks client encountered this month:

d. Describe one unique way that the PO/PSO can assist/support the client in treatment over the next month:

e. If continued treatment is recommended, discuss the plan for next month (☐ Recommended ☐ Not Recommended):

f. Discuss your observations of the client's behavior and commitment to treatment (☐Positive ☐Negative):

g. Comments:

h. Overall Progress: ☐ Acceptable ☐ Unacceptable

SIGNATURE OF COUNSELOR	DATE

DISTRIBUTION: ORIGINAL CONTRACTOR

✎ PROB 11B
(Rev. 5/05)

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

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

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

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

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

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

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

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

_____
(Name and Address of Program)

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

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

✎ PROB 11E
(Rev. 5/05)

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

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

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

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

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

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

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

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

_____
(Name and Address of Program)

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

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

✎ PROB 11I
(Rev. 4/05)

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

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

hereby authorize _____ to release confidential
(Name of Program)

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

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

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

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

_____
(Name and Address of Program)

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

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

✎PS 6B
(Rev. 5/05)

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

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

hereby authorize _____ to release confidential
(Name of Program)

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

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

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

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

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

_____
(Name and Address of Program)

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

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

✎PS 6D
(5/03)

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

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

hereby authorize _____ to release confidential
(Name of Program)

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

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

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

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

_____ .
(Name and Address of Program)

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

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

DAILY TREATMENT LOG

COMPLETE ONE FORM PER CLIENT PER MONTH

Client Name _____ **Month/Year** _____

Date	Client's Signature/Initials	Time In	Purpose of Visit	Co-Pay Collected	Time Out	Client's Initials	Vendor's Initials

✎PROB 17
(Rev. 2/93)

U.S. PROBATION AND PRETRIAL SERVICES TRAVEL LOG

DISTRICT:

DATE	EXPENSE CODE	CONTACT CODES (P-Personal/C-Collateral)		PROBLEM CODES		
OFFICER NAME	A-Telephone B-Parking C-Other	H-Home C-Community PS-Presentence PR-Prerelease for Institution PT-Pretransfer SI-Special Investigation	SS-Social Services for Institution OPO-Other Probation/Pretrial Services Officer PTS-Pretrial Services PTSD-Pretrial Services Diversion FWR-Furlough/Work Release	DA-Drug Abuse UA-Urine Collection PS- HS-Housing/Shelter O-Other	AL-Alcohol MS-Monitoring/Surveillance EM-Employment FB-Financial/Budgeting FM-Family/Marital ET-Education/Training	DAILY TRAVEL RECORD

DESTINATION	ODOMETER READING	MILES TRAVELED	OTHER EXPENSES	CONTACT CODE	PROBLEM CODE	CASE NUMBER/NAME OF CASE	ACTIVITY AND PERSON CONTACTED
START							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							
TO							

PER DIEM			TOTAL MILES TRAVELED	TOTAL OTHER EXPENSES	NUMBER OF MILES FROM HOME TO OFFICE	**SIGNATURE OF OFFICER**
TIME STARTED	TIME RETURNED	AMT. CLAIMED	AMOUNT CLAIMED FOR MILEAGE			

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

PROBATION

Attachment J.9

Location: _____

RANDOM UA and BAT LOG

Month: _____

Page ____ of ____ Pages

United States Probation Office
Kansas City, MO 64106
Phone: 512-1300 Fax: 512-1313

PLEASE FAX TO 816-512-1313 DAILY

Date	ID#	Name of Offender	Specimen No.	Collector's Initials	Comments
					☐ Scheduled ☐ Walk-In ☐ Compromised ☐ 5-Panel _____ ☐ MDMA _____ ☐ BAT _____
(signature here)					
					☐ Scheduled ☐ Walk-In ☐ Compromised ☐ 5-Panel _____ ☐ MDMA _____ ☐ BAT _____
					☐ Scheduled ☐ Walk-In ☐ Compromised ☐ 5-Panel _____ ☐ MDMA _____ ☐ BAT _____
					☐ Scheduled ☐ Walk-In ☐ Compromised ☐ 5-Panel _____ ☐ MDMA _____ ☐ BAT _____
					☐ Scheduled ☐ Walk-In ☐ Compromised ☐ 5-Panel _____ ☐ MDMA _____ ☐ BAT _____

PROBATION

SWEAT PATCH LOG

U.S. Probation and Pretrial Services Office
Kansas City, Missouri

Location: _____

DATE _____

Fax to Tammy Lawrence at 816-512-1313 after each entry

PACTS NUMBER	OFFENDER NAME/PATCH #	SPECIMEN NO.	DATE/TIME APPLIED	DATE/TIME REMOVED	MARK OCCURRENCES		
					PATCH COMPROMISE	PICTURE	U/A POS/NEG
□OVERLAY							
	PATCH #						
□OVERLAY							
	PATCH #						
□OVERLAY							
	PATCH #						
□OVERLAY							
	PATCH #						
□OVERLAY							
	PATCH #						
□OVERLAY							
	PATCH #						

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 - (Jan 2003)

(a) *Definitions*
"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member.
"Taxpayer Identification (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(b) All offerors shall submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) *Taxpayer Identification Number (TIN):*

_____

[ ] TIN has been applied for.

[ ] TIN is not required, because:_____

_____

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

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

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

(e) *Type of organization:*

[ ] sole proprietorship;

[ ] partnership;

[ ] corporate entity (not tax-exempt);

[ ] corporate entity (tax-exempt);

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

[ ] foreign government;

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

[ ] *other* _____.

(f) *Common parent*

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

Name and TIN of common parent

Name _____

TIN _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS

L.1. GENERAL INSTRUCTIONS FOR PROPOSALS

A. Request for Proposals

This Request for Proposal consists of Sections A through M.

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

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

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

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

Section B - Submission of Prices

(1) **Services**

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

(2) **Prices**

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

(3) **Acceptable Responses**

(a) **Unit Price**

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

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

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

(c) **Subcontracting**

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

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

A "No Show" occurs when a client does not appear for a scheduled service that is rendered on an individual basis, and the client fails to cancel the appointment at least 24 hours in advance. Offerors may factor the price of client "No Shows" for prescheduled appointments into the unit prices for the project codes listed in G.3. **It is estimated that clients fail to appear for prescheduled individual services approximately 5% of the time, although specific services may experience a higher rate of "no shows".**

(4) **Estimated Monthly Quantity**

The figures provided in the Estimated Monthly Quantity column of Section B are estimates of the frequency that the services will be required. These figures are estimates only and the government is not bound to meet these estimates.

Proposal Submission

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 or contract. **Note: The offeror is not required to submit solicitation sections C, D, E, F, G, H, and I as part of its proposal.**

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

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

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

Preparation of Narrative Statement - AOUSC 1997 (Attachment A)

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

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

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

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

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

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

Preparation of Background Statement (Attachment B)

1. Each offeror shall prepare and submit as part of its offer a separate **BACKGROUND STATEMENT** (see Attachment B to this solicitation) in which the offeror describes its experience in providing the requested contract services. If the offeror is proposing any subcontractors to perform services, the offeror also shall comply with the requirements in paragraphs 2 a. through d. pertaining to proposed subcontractors.

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

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

be considered technically acceptable a vendor must have received ratings of satisfactory or higher. Monitoring reports for proposed subcontractors are not required; however, onsite evaluations will be individually performed for all subcontractors.

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

c. include copies of all building, state, and local licenses and inspection reports for the preceding 18 months, and/or state certifications where appropriate. Offerors are not required to provide copies of the aforementioned documentation for proposed subcontractors; however, the offeror is responsible for ensuring that proposed subcontractors have appropriate state and local licenses and certifications and are in compliance with state and local regulations.

d. include copies of compliance with all federal, state and local fire, safety and health codes. Offerors are not required to provide copies of the aforementioned documentation for proposed subcontractors; however, the offeror is responsible for ensuring that proposed subcontractors have appropriate documentation demonstrating compliance with all federal, state and local fire, safety and health codes.

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

Preparation of Staff Qualifications - (Attachment C)

The offeror shall prepare and submit the **OFFEROR'S STAFF QUALIFICATION FORM** (see Attachment C) for all staff performing services under any resultant contract, and certify therein that no proposed staff members are under investigation for or charged with a criminal offense and/or under pretrial, probation, parole, mandatory release or supervised release (federal, state, or local). The Offeror shall also certify that no proposed staff members have been convicted of any sexual offense (including but not limited to child pornography offenses, child exploitation, sexual abuse, rape, or sexual assault) or are required under federal, state or local law to register on the Sexual Offender registry. Attachment C shall also be prepared for all proposed subcontractor staff performing services.

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

Preparation of Offeror's References - (Attachment D)

The offeror shall provide three references (Federal, State, or local government agencies and/or private organizations), using Attachment D, for whom the offeror has provided treatment and other services identified in this RFP within the past 3 years. Provide the name and address for each reference, as well as a contact person and phone number. The government reserves the right to contact any reference and consider the information provided as part of its responsibility determination.

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

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

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

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

(b) *Amendments to solicitations* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of offers*
(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, offers and modifications to offers shall be submitted in paper media

in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers shall ensure that the offer is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the offer shall show:
- (i) the solicitation number;
- (ii) the name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the judiciary in connection with this solicitation; and
- (v) name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of offers*
- (i) Offerors are responsible for submitting offers, and any modifications or revisions, so as to reach the judiciary office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated judiciary office on the date that offer or revision is due.
- (ii) (A) Any offer, modification, or revision received at the judiciary office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the contracting officer determines it's in the judiciary's best interest, the contracting officer determines that accepting the late offer would not unduly delay the procurement, and:
  - (1) if it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the judiciary infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
  - (2) there is acceptable evidence to establish that it was received at the judiciary installation designated for receipt of offers and was under the judiciary's control prior to the time set for receipt of offers; or
  - (3) it is the only offer received.

(ii) (B) However, a late modification of an otherwise successful offer that makes its terms more favorable to the judiciary, will be considered at any time it is received and may be accepted.

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

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

(v) Offers may be withdrawn by written notice received at any time before award. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the JP3 Provision, "Facsimile Offers." Offers may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award.

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

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

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

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

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

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

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

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

This offer includes data that shall not be disclosed outside the judiciary and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this offer. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the judiciary shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the judiciary's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

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

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

(f) *Contract award*

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

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

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

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

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

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

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

(11) The judiciary may disclose the following information in postaward debriefings to other offerors:

- (i) the overall evaluated price or price and technical rating of the successful offeror;
- (ii) the overall ranking of all offerors, when any ranking was developed by the judiciary during source selection;
- (iii) a summary of the rationale for award; and
- (iv) for procurements of commercial items, the make and model of the item to be delivered by the successful offeror.

Attachment A

OFFEROR'S NARRATIVE STATEMENT

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

Attachment B

OFFEROR'S BACKGROUND STATEMENT

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

Attachment C

OFFEROR'S STAFF QUALIFICATIONS

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

NAME	TITLE	DUTIES	EDUCATION	EXPERIENCE	CERTIFICATION

CERTIFICATIONS

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

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

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

SIGNATURE: _____ DATE: _____

Attachment D

OFFEROR'S REFERENCES

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

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 Basis for Award

Selection of vendors with whom the Probation/Pretrial Services Office will establish BPA's will be based on technical acceptability and the lowest price to the Government. A vendor shall be determined to be technically acceptable if they can fulfill the mandatory requirements found in Sections C, E, F, and G of the Request for Proposals (RFP). If the solicitation document identifies that BPA's will be established with a specified number of vendors, the selection of technically acceptable vendors shall be based on price. For example, if a solicitation document identifies that 4 to 6 vendors are needed to provide services and 10 vendors are determined to be technically acceptable, awards will be made to no more than 6 of the lowest priced vendors.

M.2 Evaluation of Proposals

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

b. An offeror shall be determined to be Technically Acceptable if it demonstrates it can meet all the mandatory requirements found in Sections C, E, F and G of the RFP. All proposals shall be evaluated to ensure that all mandatory requirements set forth in Sections C, E, F and G of the RFP can be met. By submission of a proposal offeror accepts all the terms and conditions of the RFP.

   Proposals that do not meet all the requirements of the RFP will receive no further consideration. Proposals that take exception to the terms and conditions will be determined technically unacceptable and the offeror will be so advised.

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

M.3 Pass-Fail Criteria

The following criteria address the offeror's ability to perform and comply with all the mandatory service requirements set forth in the Request For Proposals. Offerors who do not meet these requirements will be deemed to be technically unacceptable and will receive no further consideration. The offeror(s) will be so advised. Proposed subcontractor personnel qualifications and facilities will be evaluated and considered in the determination of the offeror's technical acceptability.

The review of the criteria shall be based on the Offeror's Technical Proposal, which contains the Offeror's Narrative Statement, Offeror's Background Statement, and the Offerors Staff Qualifications. Each of these statements shall demonstrate how the offeror will perform/meet the mandatory requirements.

MINIMUM MANDATORY REQUIREMENTS:

(a) Did the Offeror submit a statement providing the following:

i. A statement, service by service, of how the offeror (and any proposed subcontractor) will provide the mandatory requirements of Sections C (including any local services), E, F, and G of the RFP which reflects an understanding of the services required. YES or NO

ii. A description of the offeror's treatment philosophy and approach to providing services. YES or NO

PAST PERFORMANCE

(a) Did the Offeror provide copies of all federal, state and local monitoring reports, letters, and/or federal, state, and local certificates for the previous 18 months? YES or NO

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

OR

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

SITE(S) AT WHICH SERVICES ARE PROVIDED:

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

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

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

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

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

STAFF QUALIFICATIONS:

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

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

(c) The Offeror's Staff Qualifications Statement certified that no staff member(s) (including proposed subcontractor staff) providing services under this Agreement have been convicted of any sexual offense (including but not limited to child pornography offenses, child exploitation, sexual abuse, rape, or sexual assault) or are required under federal, state or local law to register on the Sexual Offender registry. 0YES or NO

ON-SITE VISITS

On site visits will be conducted for those offeror's whose proposals are determined technically acceptable based on the above stated criteria and meet the lowest price requirement. On sites will be conducted to verify the offeror's written proposal. There will be on-site evaluations for all subcontractors providing services.

(a) Offeror's (and any proposed subcontractor) facility meets requirements listed in Statement of Work. YES or NO

(b) Services will be provided as presented in the Offeror's proposal. YES or NO

M. 4 Evaluation of Price

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

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

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

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

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

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

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

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

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

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

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