

SECTION A SOLICITATION/OFFER/ACCEPTANCE

1. Solicitation No. 0864-08-120	2. Date Issued 07/20/2007	3. Award No.
4. Issued By: Kevin D. Lowry Chief U.S. Probation Officer U.S. Probation 300 S. 4th Street, Suite 406 Minneapolis, MN 55415	5. Address Offer To (if other than item 4): Mark A. Mills Senior U.S. Probation Officer, Drug Treatment Specialist U.S. Probation 300 S. 4th Street, Suite 406 Minneapolis, MN 55415	

SOLICITATION

6. Offers in original and 2 copies for furnishing the required services listed in Section B will be received at the place specified in Item 5, or if handcarried, in the depository located:

U.S. Probation Attn: Mark Mills or Lora Swanson 300 S. 4th Street, Suite 406 Minneapolis, MN 55415

until 5:00 PM local time 08/20/2007.
(hour) (date)

7. For information call: a. Name Lora L. Swanson - Budget Analyst	b. Telephone no. 612-664-5358
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OFFER

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

9. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	▶	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
10. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE	

11. NAME AND ADDRESS OF OFFEROR	14. <input type="checkbox"/> AWARD Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the agreement which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this agreement. No further contractual document is necessary.		
12. Telephone No. (include area code)	14A. NAME OF CONTRACTING OFFICER		
13. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	14B. UNITED STATES OF AMERICA BY _____ <small>(Signature of Contracting Officer)</small>		
13A. Signature	13B. Offer date	14C. DATE SIGNED	

SECTION B - SUPPLIES OR SERVICES AND OFFEROR'S PRICES

The United States District Court for the District of Minnesota is soliciting a vendor to provide substance abuse and/or mental health treatment services.

The following pages of Section B contain only those Required Services being solicited by the U.S. Probation/Pretrial Services Office for this solicitation. Vendors must provide pricing for all Required Services.

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

<u>PROJECT CODE</u>	<u>REQUIRED SERVICES</u>	<u>ESTIMATED MONTHLY QUANTITY</u>	<u>UNIT PRICE</u>
Urine Collection			
1011	Urine Collection/NIDT Device Testing	2008 : 16 Unit: per specimen	_____
1012	Sweat Patch/Application & Removal	2008 : 1 Unit: per patch	_____
Intake			
2011	Intake Assessment and Report	2008 : 1 Unit: per intake (total fee)	_____
Substance Abuse Counseling			
2010	Individual Counseling	2008 : 1 Unit: per 30 minute session	_____
2020	Group Counseling	2008 : 7 Unit: per 30 minute session	_____
Client Reimbursement/Copayment			
1501	Administrative Fee (up to 5% of copays collected)	2008 : Unknown	Actual

SECTION C. DESCRIPTION/STATEMENT OF WORK

PROVISION OF SERVICES

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

INTRODUCTION

- a. Pursuant to the authority contained in 18 U.S.C. §§ 3154, 3672, contracts or Blanket Purchase Agreements may be awarded to provide services for defendants/offenders who are drug-dependant, alcohol-dependant, and/or suffering from a psychiatric disorder. Such services may be provided to federal defendants/offenders supervised by the USPO; pretrial clients supervised by the 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 Section B. The minimum performance standards are contained in Section C, E, F, and G of this agreement. The vendor shall perform all services indicated in Section B of this agreement.
- c. The government will refer clients on an "as needed basis" and makes no representation or warranty that it will refer a specific number of clients to the vendor for services.

DEFINITIONS

- A. "**Offer**" means "**proposals**" in negotiation.
- B. "**Solicitation**" means a request for proposals (RFP) or a request for quotations (RFQ) in negotiation.
- C. "**Government**" means United States Government.
- D. "**Director**" means the Director of the Administrative Office of the United States Courts (unless in the context of a particular section, the use of "Director" manifestly shows that the terms was intended to refer to some other office for purposes of that section), and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized in writing to act for the Director.
- E. "**Authorized representative**" means any person, persons, or board (other than the contracting officer and Chief Probation Officer) authorized to act for the head

of the agency.

- F. **"Contracting Officer"** means the person designated by the Director or his duly authorized representative to execute this Agreement on behalf of the Government, and any other successor Contracting Officer who has responsibility for this Agreement; and the term includes, except as otherwise provided in this Agreement, the authorized representative of a Contracting Officer acting within the limits of his written authority.
- G. **"Client"** means any drug dependent pretrial releasee, probationer, parolee, mandatory releasee, mandatory parolee, or supervised releasee receiving drug treatment while under the supervision of the Federal Probation System.
- H. **"Probation Officer"** (i.e., USPO) means an individual appointed by a United States District Court to provide pretrial, presentence and supervision (pre and post sentence) services for the court. "Probation Officer" refers to the individual responsible for the direct supervision of a client receiving drug treatment services.
- I. **"Chief Probation Officer"** (i.e., CUSPO) means the individual appointed by the United States District Court to supervise the work of the court's probation staff. For the purpose of this contract, the "Chief Probation Officer" acts as the contract administrator on behalf of the Director of the Administrative Office of the United States Courts.
- J. **"Pretrial Services Officer"** (i.e., PSO) means the individual appointed by a United States District Court to provide pretrial release investigations, recommendations and supervision services for that court. "Pretrial Services Officer" refers to the individual responsible for the direct supervision of a client receiving drug testing and/or treatment services.
- K. **"Chief Pretrial Services Officer"** (i.e., CPSO) means the individual appointed by the court to supervise the work of the court's pretrial services staff.
- L. **"Designee"** means the person selected by the Chief Probation Officer or the Chief Pretrial Services Officer to act in his/her behalf in drug, alcohol, and mental health treatment matters.
- M. **"Federal Bureau of Prisons"** The federal agency responsible for housing inmates in federal prisons, penitentiaries, correctional institutions and half-way houses who have been sentenced by the federal courts.
- N. **"Clarifications"** are limited exchanges, between the Government and offerors, that may occur when award without discussions is contemplated. If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of proposals or to resolve minor or clerical errors.
- O. "AOUSC" - Administrative Office of the U.S. Courts
- P. "USPO/USPSO" - Probation Officer/U.S. Pretrial Services Officer
- Q. "Probation Form 17" - U.S. Probation Travel Log
- R. "Probation Form 45" - Treatment Services Program Plan

- S. “Probation Form 46” - Monthly Treatment Record
- T. “NIDT” - Non-Instrumented Drug Testing device
- U. “COTR” - Contracting Officer Technical Representative
- V. “Case Staffing Conference” - A meeting between the Officer and the provider to discuss the needs and progress of the defendant/offender. The defendant/offender may or may not be present at the conference.
- W. “DSM” - Diagnostic and Statistical Manual of Mental Disorders
- X. “OPPS” - Office of Probation and Pretrial Services, Administrative Office of the US Courts.

1. Urine Collection/Testing B Non-Instrumental 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 designate, 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 a NIDT log approved by the USPO/USPSO.
- (5) Notify the USPO/USPSO within 24 hours of positive specimen results , if the defendant/offender fails to report for a scheduled drug test, or does not provide a urine specimen that is suitable for testing (e.g. insufficient amount, stall, adulterated).
- (6) Send specimens to the national drug testing laboratories under the explicit instruction of the USPO/USPSO, using the procedures outlined on Section 1 g above.

b. Specimen Processing

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

- (a) Discard urine specimen. Urine is to be flushed down the toilet. Rinse the emptied bottle. Urine not considered biohazardous waste and can be disposed of in the trash.
 - (b) Discard the test device in compliance with federal, state and local regulations. The test device or any other solid waste exposed to urine as part of the collection and testing process may require biohazard disposal. If such disposal is required, the vendor shall ensure it is conducted in compliance with federal, state and local regulations.
 - (c) Log the result(s) on the approved urinalysis log mentioned above.
- (2) For presumptive positive test result(s), the vendor shall:
- (a) Remind the client that the test(s) result is presumptive, and will be reported to the assigned officer.
 - (b) At the direction of the USPO/USPSO, prepare specimen(s) to send to the national laboratories by transferring the specimen(s) to a national laboratory bottle and completing the Chain of Custody Form(s). Any bottle or container not provided by the Government shall be approved in advance by the USPO/USPSO. Once transfer of the specimen is completed, the Vendor shall discard the NIDT device(s). Send the specimen(s) to the national laboratory within 48 hours unless otherwise instructed by the USPO/USPSO.
 - (c) Within 24 hours notify the USPO/USPSO by telephone and/or fax of the positive presumptive test result(s), and document that the notification was done in the defendant/offender's file.

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

- (d) Make a notation on the Chain of Custody form and instruct the defendant/offender to personally contact his/her assigned USPO/USPSO immediately to provide notification of their refusal to sign the form.
 - (e) Within 24 hours, notify the USPO/USPSO of the defendant/offender's refusal to sign the form.
 - (f) Ensure collectors do not insist that the defendant/offender sign the Chain of Custody Form. The vendor shall record the defendant/offender's refusal to sign on the Chain of Custody Form and in the defendant/offender file (the specimen will be tested by the national laboratory even if the client fails to sign the form).
- c. **Drug Testing Invoicing (NIDTs)**

The vendor shall:

- (1) Invoice only one unit of NIDT (PC 1011) per defendant/offender per tested specimen. For example, if the NIDT device **does not** provide a test result or the test result is not readable, the test shall be conducted using another NIDT device at no additional charge to the government. This may occur approximately five percent of the time when using NIDT devices. The vendor shall include the "multiple test" factor in the unit price for this service.
- (2) Charge only one NIDT (PC 1 0 11) to the Government if the specimen is also sent to a national laboratory. Charging for **1010** (urine collection) and 1011 for the same specimen is not permitted. The vendor may include the additional work related to sending a specimen to a national laboratory and reporting the result in the unit price (PC 1011) for this service. It is estimated that approximately one out of ten samples will be prepared for mailing to a national laboratory, with less than that amount actually being sent due to the anticipated admission rate.

2. Sweat Patch Application and Removal (1012):

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

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 room temperature between 36 to 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 maximum of one week, and a minimum of 24 hours.
- (2) If a defendant/offender reports with a sweat patch which is falling off, has fallen off, or is missing, immediately collect a urine specimen and report to use the sweat patch for defendants/offenders who continue to experience difficulties in retaining the patch on their skin. The vendor shall report discontinued use of the sweat patch to the USPO/USPSO.

e. Sweat Patch Application

The vendor shall:

- (1) Apply the patch to the upper arm, the lower back, or the front kidney area. Ask the defendant/offender where they would prefer to have the patch applied. Avoid placement on abraded, cut, irritated or sensitive skin.
- (2) Direct the client to clean the area with soap and cool water or with a disposable towelette. An abrasive pad may be used to clean dry skin and dirt.
- (3) Wearing disposable gloves, the collector shall clean the skin by using an alcohol wipe. Repeat the cleaning if wipe is dirty. Allow the area to dry for approximately 90 seconds to avoid alcohol burns to the skin.
- (4) Have the defendant/offender flex the upper arm for arm placement, bend forward slightly from the waist for back placement, or bend slightly backward from the waist for front kidney placement. Place patch on skin and firmly press into the skin to promote proper adhesion. Pull parallel to the skin when removing the paper border, not outward and up from the patch. As the paper border is removed, follow right behind with a finger pressing on the polyurethane film.
- (5) Instruct the defendant/offender to remove the sweat patch if he/she experiences a rash or any skin irritation, and immediately report the problem to the vendor and USPO/USPSO. The vendor shall substitute urine testing for sweat patch testing and report this to the USPO/USPSO.
- (6) Whenever a patch is applied, there must be 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 precisely, particularly the following:

- (1) Wearing disposable gloves, the collector shall peel back the top edge of the sweat patch sufficiently to expose the pad. The collector shall inspect the pad to ascertain whether there are any signs of tampering. The collector shall note condition of pad and any evidence of tampering on the Chain of Custody Form.
- (2) Make every effort to ensure that the pad is not contaminated by the collector or the client. The pad may be removed with disposable tweezers or with a gloved hand. The pad shall immediately be placed in the specimen bag.
- (3) Ensure that the specimen and Chain of Custody Form are kept at room temperature in a secured area and mailed or shipped within 24 hours to the laboratory for analysis.

g. Sweat Patch No Test Policy

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

- (1) The absorption pad is accompanied by a Chain of Custody Form signed and completed by the collector.
- (2) The absorption pad is in specimen bag, and the security seal shall be present, initialed by collector, and intact.
- (3) A barcode label is present on the specimen bag and a security seal is present and intact.
- (4) The sweat patch number on the polyurethane film matches the sweat patch number on the Chain of Custody Form.
- (5) The USPO/USPSO shall review for approval 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 and officer, PACTS Number Chain of Custody barcode number, application date, removal date, test result and a place to note any unusual occurrences. The log must be approved by the USPO/USPSO.
- (2) When the vendor receives positive results from the laboratories, 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) The vendor shall not invoice if the defendant/offender fails to return for removal of the patch, if the defendant/offender loses the patch, or if the laboratories refuse to test the sweat patch for conditions not met in paragraph g of this section.
- (3) Invoice for the service during the month the patch is removed.

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

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

The vendor shall provide:

- a. A comprehensive diagnostic interview for each defendant/offender, to include a structured diagnostic instrument such as the Substance Abuse Subtle Screening Inventory (SASSI), Addiction Severity Index (ASI), or Structured Clinical Interview for DSM-Substance Abuse Disorder Module (SCID-IV).
- b. A typed report to the USPO/USPSO **within 10 calendar days** of the vendor's first face-to-face contact with the defendant/offender. At a minimum the assessment report shall address the following:
 - (1) Basic identifying information and sources of the information for the report;
 - (2) Diagnostic impression;
 - (3) A biopsychosocial profile of symptoms that are related to substance use disorders, and mental disorders, if applicable.
 - (4) Identifies the target treatment problem which will be the primary or central focus of the initial treatment plan.
 - (5) The defendant's/offender's substance use disorder as it relates to supervision.
 - (6) A treatment recommendation as to the level of service appropriate to address the identified problems.

The comprehensive diagnostic interview report shall not be a synopsis and/or

overview of the presentence report, pretrial services report or any other institutional progress reports provided by the USPO/USPSO to the vendor for background information.

4. Substance Abuse Counseling

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

The vendor shall provide:

- a. The services below (1 through 5) or any combination thereof as indicated on the Form 45 for each defendant/offender:
 - (1) **Treatment Readiness Group (2090):** This clinical service shall prepare defendants/offenders for success in substance abuse treatment through the use of motivational interviewing and cognitive-behavioral skill building.
 - (2) **Individual Counseling (2010)** to one (1) defendant/offender;
 - (3) **Group Counseling (2020)** to two (2) or more defendants/offenders but no more than twelve (12);
 - (4) **Family Counseling (2030)** to a defendant/offender and one (1) or more family members. The vendor may meet with family members without the defendant/offender present with USPO/ USPSO approval.
 - (5) **Group Family Counseling (2040)** to two (2) or more families with defendant/offender attendance optional.
- b. For counseling identified in sections 6 and 7 above (**i.e. 2010, 2020, 2021, 2022, 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 documenting continued need for treatment if necessary (**no less frequent than every 90 days**). The plan should include information on family and significant others involvement (i.e., community support programs, etc.).

NOTE: After every update, but no later than 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 basic 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 formal services, (i.e., the offender responded to treatment and treatment is no longer needed, or the offender failed to respond to treatment). Additionally, the discharge summary shall include recommendations for community-based aftercare that the offender can readily access. In all cases, the discharge status (i.e., successful discharge, unsuccessful discharge, interruption of treatment, etc.) shall be clearly delineated.
- c. For **substance abuse treatment services** performed for project codes **2010, 2020, 2030 2040, and 2090** the vendor shall ensure that vendor personnel meet the following qualifications:
- (1) Principal counseling services practitioners shall have at least one of the following (a or b):
 - (a) an advanced degree (masters-level or doctoral-level) in behavioral science, preferably psychology or social work,
 - (b) a BA/BS and at least two years of drug treatment training and/or experience.
 - (2) Counselors shall be certified and/or have credentials to engage in substance abuse treatment intervention recognized by the state or local certifying authority.
 - (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.

5. Defendant/Offender Reimbursement and Co-Payment

The vendor shall:

- a. Collect any co-payment authorized on the Program Plan (Probation Form 45) and deduct any collected co-payment from the next invoice to be submitted to the government;
- b. Provide bills and receipts for co-payments to defendants/offenders. The vendor shall keep an individualized record of co-payment collection, make it available for USPO/USPSO review, and have systems in place to both follow-up on collection of outstanding amounts and to resolve any discrepancies in amount owed;
- c. Document within the Monthly Treatment Report 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.

6. Deliverables

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

(1) File Maintenance

The vendor shall:

- (a) Maintain a secure filing system of information on all defendants/offenders to whom the vendor provides services under this contract/agreement. The use of electronic files is not approved under this contract/agreement.
- (b) Segregate defendant/offender files from other vendor records. This will facilitate monitoring and promote defendant/offender confidentiality.
- (c) Keep a separate file for each defendant/offender.
- (d) Create a separate file when a defendant on pretrial services supervision is sentenced to probation supervision, but continued in treatment with the vendor. The vendor may copy any information relevant from the pretrial services file and transfer it into the probation file, except for information covered under the Pretrial Services Confidentiality Regulations.
- (e) Identify any records that disclose the identity of a defendant/offender as **CONFIDENTIAL**.
- (f) Keep all defendant/offender records for three years after the final payment is received for Government inspection and review, **except for the following:**
 - (1) Appeals under subsection 4. Disputes, in Section I, or
 - (2) Litigation or settlement of claims arising out of the performance of this agreement, until final disposition of such appeals, litigation, or claims.
- (g) At the expiration of the performance period of this agreement, the vendor shall provide the USPO/USPSO or designee a copy of all

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

b. Disclosure

The vendor shall:

- (1) Protect **CONFIDENTIAL** records from disclosure except in accordance with item number b. (2), (3), (4) and (5) below.
- (2) Obtain defendant's/offender's authorization to disclose confidential health information to the USPO/USPSO. If the vendor is unable to obtain this disclosure, the vendor shall notify the USPO/USPSO immediately.
- (3) Disclose defendant/offender records upon request of the USPO/USPSO or designee to the USPO/USPSO or designee.
- (4) Make its staff available to the USPO/USPSO to discuss treatment of a defendant/offender.
- (5) Disclose defendant/offender records only in accordance with 42 C.F.R. Part 2, and 45 C.F.R. § 160.201 to 205, Part 164 (even if the vendor is not otherwise subject to 45 C.F.R. § 160.201 to 205, and Part 164). The vendor shall disclose records only after advising the USPO/USPSO of the request and any exceptions to the disclosure of, or an individual's right of access to, treatment or protected health information that might apply.
- (6) Disclose information on pretrial services clients only in consultation with the USPO and in a manner that gives consideration to the Pretrial Services Confidentiality Regulations.
- (7) Ensure that all persons having access to or custody of defendant/offender records follow the disclosure and confidentiality requirements of this agreement and federal law.
- (8) Notify USPO/USPSO immediately upon receipt of legal process requiring disclosure of defendant/offender records.

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

c. File Content

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

- (1) **Chronological Notes that:**
 - (a) Record all contacts (e.g., face-to-face, telephone) with the defendant/offender including collateral contacts with family members, employers, USPO/USPSO and others. Records shall document all notifications of absences and any violation behavior.
 - (b) Are current and available for review by the USPO/USPSO or

- designee and by the Office of Probation and Pretrial Services (OPPS) at the Administrative Office.
- (c) Chronological notes shall be legible.
- (2) **Program Plan** (Probation Form 45) that:
- (a) Identifies vendor services to be provided to the defendant/offender and billed to the Government under the terms of the agreement, and any co-payments due by the defendant. Plan may contain amendments.
 - (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 a defendant/offender's urine collection phases.
 - (c) To document any other changes in co-payments, frequency of treatment, etc.
 - (d) To terminate services.
- (4) **Monthly Treatment Report (Probation Form 46)** that:
- (a) Is submitted along with the monthly invoice and the Daily log for the month for which the vendor is invoicing, except for clients who are receiving urinalysis services only (PC 1010, 1011).
 - (b) Summarizes defendant/offender's activities during the month, lists attendance dates, and accompanies the monthly invoice.
 - (c) Documents defendant/offender progress (e.g., adjustment, responsiveness, significant problems, employment).
 - (d) Reflects changes in the Program Plan (Probation Form 45).
 - (e) Records urine collection and test results, if applicable.

- (f) Shall be typed if requested by the USPO/USPSO.
- (5) **Authorization to Release Confidential Information** (Probation Forms 11B or 11E and/or 11 PSA Form 6B and/or 6D) that:
 - (a) The defendant/offender and USPO/USPSO sign prior to the defendant's 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/ USPO.
- (6) **Daily Travel Log** (Probation Form 17) (if applicable) that:
 - (a) Vendor shall submit Probation Form 17 with the monthly invoice for **Vendor's Local Travel** by vendor or staff.
 - (1) By **Vehicle (1401)** (at the rate in the Judiciary Travel Regulations), or
 - (2) By **Common Carrier (1402)** (reimbursed at actual price).
- (7) **Sign-In, Sign-Out Daily Log** (if applicable) that:
 - (a) Along with the monthly invoice, is submitted for the month for which the vendor is invoicing.
 - (b) USPO/USPSO or designee uses to certify the monthly invoice.
 - (c) USPO/USPSO shall review for approval any vendor Daily Log form that differs from the USPO/USPSO sample form.
 - (d) Defendant/offender shall sign-in upon arrival and sign-out when leaving/exiting the vendor's facility, and
 - (e) Vendor shall ensure that a defendant/offender signing or initialing an entry in the Daily Log cannot see the names or signatures of other defendants/offenders.

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

- (8) **Urinalysis Log** (If applicable) (Sample form attached) that:
 - (a) Along with the monthly invoice, is submitted for the month for which the vendor is invoicing.
 - (b) The Urinalysis Log shall record all collected urinalysis specimens and indicate:
 - (1) Defendant's/offender's name or identifying number

- (2) Collection date
 - (3) Drugs or medication taken
 - (4) Collector's initials
 - (5) Special test requested, and
 - (6) Test results
- (c) The Urinalysis Log shall record any unusual occurrences in the collection process, and in the specific gravity and temperature readings.
 - (d) The vendor shall submit for USPO/USPSO approval any vendor Daily Urinalysis Log form that differs from the sample form provided in attachment J.9.
 - (e) The vendor shall ensure that a defendant/offender signing or initialing an entry in the Urinalysis Log cannot see the names or signatures of other defendants/offenders.

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

d. Case Staffing Conference

Upon USPO/USPSO referral of a defendant/offender to the vendor, the vendor shall:

- (1) Meet with the USPO/USPSO for an initial case staffing conference to develop the Program Plan (Probation Form 45).
- (2) Meet at least quarterly face-to-face or via telephone conference with the USPO/USPSO to discuss the defendant's/offender's progress in treatment.
- (3) Consult and meet as requested by m the USPO/USPSO.

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

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

The vendor shall:

- (1) Provide a report on the defendant's/offender's treatment progress upon USPO/USPSO's request. Reports shall include specific/measurable goals and objectives with target completion dates that are periodically reviewed.
- (2) Provide a written recommendation in the report as to whether or not a defendant's/offender's treatment shall be continued or terminated.

- (3) If the vendor recommends treatment termination, the vendor shall provide a reason for this recommendation in the written report (i.e., whether the defendant/offender responded to treatment and no longer needs aftercare, or whether the defendant/offender failed to respond to treatment).
- (4) Provide a written quarterly profile on all (one report on all or one report on each) defendants/offenders discharged from the program each quarter (see Attachment No.9).

f. **Vendor Testimony**

The vendor shall:

- (1) Appear or testify in legal proceedings convened by the federal court or Parole Commission only
 - (a) Upon request of the federal court, United States Probation and Pretrial Services Offices, United States Attorney's Offices, or United States Parole Commission, or
 - (b) In response to a subpoena.
- (2) Provide testimony including but not limited to a defendant's/ offender's: attendance record; drug test results; general adjustment to program rules; type and dosage of medication; response to treatment; test results; and treatment programs.
- (3) Receive reimbursement for subpoenaed testimony through the Department of Justice based on its witness fee and expense schedule.
- (4) Receive necessary consent/release forms required under federal, state or local law from the Government.
- (5) Not create, prepare, offer, or provide any opinions or reports, whether written or verbal that are not required by this statement of work and the treatment program unless such action is approved in writing by the Chief US Probation Officer or Chief US Pretrial Services Officer.

g. **Emergency Contact Procedures**

The vendor shall establish 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.

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

The vendor shall:

- a. Notify the USPO/USPSO within 24 hours 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 release conditions

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

8. Staff Requirements and Restrictions

- a. The vendor shall ensure that persons currently under pretrial services, probation, parole, mandatory release, or supervised release (federal, state or local) shall not perform services under this contract/agreement nor have access to defendant/offender files.
- b. The vendor shall ensure that 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. The vendor and its employees shall:
 - (1) Avoid compromising relationships with defendants/offenders and the probation or pretrial services staff, and
 - (2) Not employ, contract with, or pay any defendant/offender or defendant's/offender's firm or business to do any work for the vendor either at the vendor's facilities or personally for any of the vendor's employees during the period of this agreement.
 - (3) Report any such improprieties or the appearance thereof immediately to the USPO/USPSO or designee.
 - (4) Report to the USPO/USPSO or designee any investigations, pending charges, arrests and/or convictions related to a criminal offense by staff performing services under this agreement within 48 hours obtaining knowledge.
- d. 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.

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

9. Facility Requirements:

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

SECTION D - INSPECTION AND ACCEPTANCE

D.1 Vendors Performance (Mandatory Requirement)

The vendor and/or team vendor 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.

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

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

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

JP3 Clause 1-15	Disclosure of Contractor Information to the Public	(AUG 2004)
JP3 Clause 2-5A	Inspection of Products	(JAN 2003)
JP3 Clause 2-5B	Inspection of Services	(AUG 2004)
JP3 Clause 3-3	Provisions, Clauses, Terms and and Conditions - Small Purchases	(OCT 2006)

SECTION E - AGREEMENT ADMINISTRATION DATA

E.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).

E.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 client as **CONFIDENTIAL**.
- c. Keep all client 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 client records relating to:
 - (1) Appeals under subsection 2. Disputes, in Section I.
 - (2) Litigation or settlement of claims arising out of the performance of this agreement, until final disposition of such appeals, litigation, or claims.

E.3 Invoices (Mandatory Requirement)

The vendor shall:

- a. Submit an original and three (3) copies of the invoices with the **Monthly Treatment Report, Daily Log, Urinalysis Log** and **Daily Travel Log** (if applicable) to the address listed in block 7 of the **Solicitation/Offer/Acceptance** in SECTION A, p.1 of the RFP.
- b. Submit invoices monthly to arrive no later than the tenth (10th) day of the month for services provided during the preceding month.
- c. Use the two-part Administrative Office invoice, or a probation office local invoice form, approved by the Administrative Office, indicating:
 - (1) Individual client names and identifying numbers, and
 - (2) Charges for each service, identified by its project code, as described in SECTION C -STATEMENT OF WORK, of this document.

NOTE: The Administrative Office encourages computer generated billing and will accept a vendor's invoice form that contains the same information as the Administrative Office invoice.

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

- (1) Is correct and accurate to the best of his/her knowledge, and
- (2) Includes only charges for services actually provided to clients.

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

NOTE: A "No-Show" occurs when a client 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.

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

j. The vendor shall include the cost of written reports and conferences with the USPO/PSO in the prices for client 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 clients in the unit price for the services and shall not bill separately for these calls.

E.4 Reimbursements or Copayments (Mandatory Requirement)

a. 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.

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

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

(2) According to The Sentencing Act of 1987 (Public Law 100-182) 18 USC 3672, the vendor may be required to reimburse the Director of the Administrative Office of the U. S. Courts in lieu of deducting payments from subsequent invoices.

- c. The vendor shall not request or accept payment either directly or indirectly from the client for services under this agreement unless the USPO/PSO authorizes in writing partial or total payment by the client for prescheduled individual services customarily provided by a physician or professional staff member.
 - (1) The USPO/PSO shall evaluate the client's financial status (e.g., employment) before authorizing client payments to the vendor and shall notify the client and vendor of the client payments in the program plan.

E.5 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.

E.6 JP3 Provision 3-5, Taxpayer Identification - (Jan 2003)

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.

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.

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

(d) *Taxpayer Identification Number (TIN):*

- TIN has been applied for.
 TIN is not required, because: _____

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

(e) *Type of organization:*

- sole proprietorship;
 partnership;
 corporate entity (not tax-exempt);
 corporate entity (tax-exempt);
 government entity (federal, state or local);
 foreign government;
 international organization per-26 CFR 1.6049-4;
 other _____

(f) *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 F - DELIVERIES OR PERFORMANCE

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

- 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.

F.2 Minimum Standards

- a. The vendor shall maintain the mandatory standards set forth in Sections C, D, E and F of this Purchase Order Agreement.
- b. A vendor's noncompliance with the mandatory standards shall be the basis for termination of the Agreement.