

SECTION A SOLICITATION / OFFER / ACCEPTANCE

1. Solicitation No. 1128-17-MO02S	2. Date Issued 06/24/2016	3. Award No.
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4. Issued By: Brandie A. Broome 201 Saint Michael Street, 2nd Floor Mobile, AL 36602	5. Address Offer To (if other than Item 4):
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SOLICITATION

6. Offers in original and 1 copies for furnishing the required services listed in Section B will be received at the place specified in Item 5, or if handcarried, in the depository located:

**201 Saint Michael Street, 2nd Floor
Mobile, AL 36602**

until 04:30 PM local time 08/04/2016
(hour) (date)

7. For Information call: a. Name Brandie A. Broome	b. Telephone (251) 441-5505
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TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I – THE SCHEDULE				PART II – AGREEMENT CLAUSES			
X	A	SOLICITATION/OFFER/ACCEPTANCE	1		I	REQUIRED CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	17		J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING	1	PART IV – REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	5		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OR OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	1		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	AGREEMENT ADMINISTRATION DATA			M	EVALUATION CRITERIA	
	H	SPECIAL AGREEMENT REQUIREMENTS					

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 <i>(See Section I, Clause No. 52-232-8)</i>	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
10. ACKNOWLEDGEMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

11. NAME AND ADDRESS OF OFFEROR	16. <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.
12. Telephone No. (Include area code)	
13. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	17A. NAME OF CONTRACTING OFFICER
14. Signature	17B. UNITED STATES OF AMERICA
15. Offer Date	17C. DATE SIGNED
	BY _____ <i>(Signature Of Contracting Officer)</i>

SECTION B - SUPPLIES OR SERVICES AND OFFEROR'S PRICES

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

Section B is generic and used nationwide to procure the particular needs of each U. S. Probation/Pretrial Services Office. For this solicitation, only those services marked by an "X" under the Required Services column are being solicited. Only submit prices on the services marked by an "X."

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

SUBSTANCE ABUSE COUNSELING:

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X *	2010	Individual Counseling	2017 <input type="text" value="6"/>	<input type="text"/>

Unit: per 30 minute session

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X	1501	Administrative Fee	2017 <input type="text" value="Unknown"/>	5% of fees collected by Vendor

SECTION C. DESCRIPTION/STATEMENT OF WORK

PROVISION OF SERVICES

The United States Probation and Pretrial Services Office (hereafter USPO/USPSO) 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 Judiciary 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).

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 an evaluation or treatment, it shall not be included on the written report.

- B. The services to be performed are indicated in Sections B and C. The vendor shall comply with all requirements and performance standards of this agreement.
- C. The judiciary will refer 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. **“Judiciary”** 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 Judiciary, and any other successor Contracting Officer who has responsibility for this agreement. The term includes, except as otherwise provided in this Agreement, the authorized representative of a Contracting Officer acting within the limits of his 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 Judiciary and offerors that may occur when award without discussions is contemplated. If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of proposals or to resolve minor or clerical errors.
- 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. **“COR”** - Contracting Officer 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. **“PPSO”** - Probation and Pretrial Services Office, Administrative Office of the US Courts.
- Z. **“PCRA”** – Post Conviction Risk Assessment.

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. **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) **Individual Counseling (2010)** to one (1) defendant/offender;
- 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: Initially and 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.

2. **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 judiciary;

- 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 10 calendar days of a defendant's/offender's failure to make a total of three consecutive scheduled co-payments;
- e. Reimburse the Judiciary as directed in Section G.

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

3. 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 Judiciary inspection and review, **except** for litigation or settlement of claims arising out of the performance of this agreement, which records shall be maintained until final disposition of such appeals, litigation, or claims.
- (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 Judiciary agrees to provide any necessary consent forms that federal, state or

local law requires.

c. **File Content**

The vendor's file on each defendant/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 Probation and Pretrial Services Office (PPSO) 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 Judiciary 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, Mental Health, and Sex Offense Specific Treatment 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, or
 - (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 Judiciary.
- (5) Not create, prepare, offer, or provide any opinions or reports, whether written or verbal that are not required by this statement of work and the treatment program unless such action is approved in writing by the Chief 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.

4. 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.

5. **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 PPSO and PMD.
- c. After award, persons convicted of any sexual offense (including but not limited to, child pornography offenses, child exploitation, sexual abuse, rape or sexual assault) or required under federal, state, or local law to register on the Sexual Offender registry shall not perform services under this agreement or contract nor shall they have access to defendant/offender files unless approved in writing by the Contracting Officer after consultation with PPSO and PMD.
- d. After award, persons with any restrictions on their licenses, certifications or practice (or those who voluntarily agree to such a restriction) based on negotiations or proceedings with any licensing authority, 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 PPSO 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. The vendor shall submit an Offeror's Staff Qualifications form (Section L - Attachment C) for each new staff member added under the agreement.
- g. Failure to comply with the above terms and conditions could result in termination of this agreement.

6. **Facility Requirements:**

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

7. 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.

8. **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 PPSO at the Administrative Office of the United States Courts. All local needs shall be approved in writing by PPSO.**

SUBSTANCE ABUSE COUNSELING

* 2010

Curriculum used in counseling have CBT components and EBP SAMHSA approved.

SECTION D - INSPECTION AND ACCEPTANCE

D.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.

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

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

<http://www.uscourts.gov/procurement.aspx>

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

Clause 1-15	Disclosure of Contractor Information to the Public	(AUG 2004)
Clause 2-5A	Inspection of Products	(APR 2013)
Clause 2-5B	Inspection of Services	(APR 2013)
Clause 3-3	Provisions, Clauses, Terms and Conditions - Small Purchases	(APR 2013)

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 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.

E.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 defendants/offenders.
- 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.

1010	2090	5030	6030
1011	4010	6000	6032
2000	4020	6010	6036
2010	5010	6012	6050
2011	5011	6015	6051
2020	5012	6020	6080
2021	5020	6021	6090
2022	5021	6022	6091
2030	5022	6026	7013
2040	5023	6027	7023
2080	5025	6028	

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 service provided customarily by a physician or other professional staff member.

- g. The vendor shall charge for a session longer or shorter than the prescribed unit time (when the unit price is based on a prescribed unit of time) by adjusting the charge up or down in fifteen minute increments. If circumstances necessitate adjustment of the charge based on the example below in section (i), the vendor

shall contact the Government for approval. Sessions lasting less than 16 minutes shall be treated as a “no show” for the purposes of billing.

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

i. **Example:**

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

Time Spent (in minutes)	Charge
0 - 15	\$ 0.00
16 - 30	\$10.00
31 - 45	\$15.00
46 - 60	\$20.00

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 defendant/offenders 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 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.

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

(a) Definitions.

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

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

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

(d) Taxpayer Identification Number (TIN): _____

TIN has been applied for.

TIN is not required, because:

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

fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the federal government.

(e) Type of Organization:

sole proprietorship;

partnership;

corporate entity (not tax-exempt);

corporate entity (tax-exempt);

government entity (federal, state or local);

foreign government;

international organization per [26 CFR 1.6049-4](#);

other

(f) Contractor representations.

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

Women Owned Business

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

Black American Owned

Hispanic American Owned

Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)

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

Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

Individual/concern, other than one of the preceding.

SECTION 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.
- 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, and F 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.