AO 367
(Rev. 06/11)

**SECTION A** | **SOLICITATION / OFFER / ACCEPTANCE**

| 1. Solicitation No. | 2. Date Issued | 3. Award No. |
|---|---|---|
| 0205-2016-14 | | |

| 4. Issued By: | 5. Address Offer To (if other than Item 4): |
|---|---|
| U.S. Probation, 157 Church Street, 22nd Floor<br>New Haven, CT 05510 | |

## 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:

until 3:00 pm (hour) local time 2/19/2016 (date).

| 7. For Information call: a. Name D. Palmieri - Deborah_Palmieri@ctp.uscourt.gov | b. Telephone (203) 579-5567 |
|---|---|

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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 | 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

12. Telephone No. (Include area code)

14. ☐ AWARD

Your offer on Solicitation Number 0205-2016-14, 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.

13A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15A. NAME OF CONTRACTING OFFICER

Edward Scott Chinn, Chief U.S. Probation Officer

| 13B. Signature | 13C. Offer Date | 15B. UNITED STATES OF AMERICA<br>BY _____ *(Signature Of Contracting Officer)* | 15C. DATE SIGNED |
|---|---|---|---|
| | | | |

SECTION B - SUPPLIES OR SERVICES AND OFFEROR'S PRICES

The United States District Court for the District of Connecticut is soliciting vendor(s) to provide halfway house services for defendants and material witnesses. Vendor(s) must be capable of providing services within a geographic area **in at least one of the catchment areas identified on the attached map**.

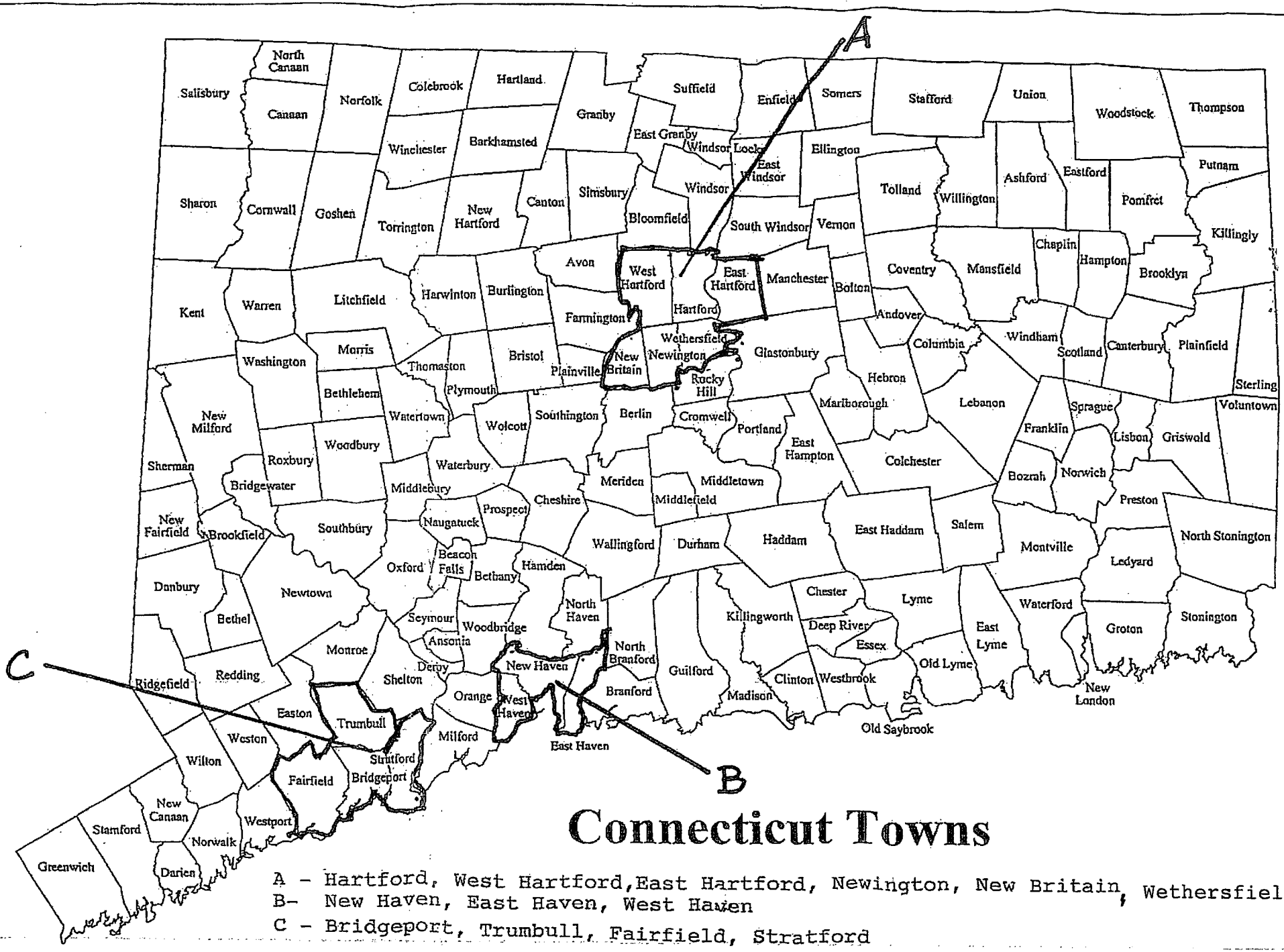
As a result of this solicitation the Government intends to enter into a Blanket Purchase Agreement (BPA). For this BPA, approximately **1 to 3** vendors are needed to provide the required services. The Government reserves the right to award to a single vendor.

A Blanket Purchase Agreement is a "charge account" arrangement, between a buyer and a seller for recurring purchases of services. BPAs are not contracts and do not obligate government funds in any way. A contract occurs upon the placement of a call or referral from the U.S. Probation/Pretrial Services Office and the vendor's acceptance of the referral. Referrals will be rotated among all the vendors on the BPA. BPAs are valid for a specific period of time, not to extend beyond the current fiscal year. The total duration of this BPA, including the exercise of two 12-month options, shall not exceed 36 months. BPAs will be issued to those vendors determined to be technically acceptable and offering the lowest cost to the Government, using the Evaluation Criteria established in Section M of the Request for Proposal.

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. offers' shall propose on only the required services. Services proposed, but not marked as required, will not be evaluated or included under any resultant agreement. Offers' failing to provide offers on all required services marked, will be considered technically unacceptable.

Note: Estimated Monthly Quantities (EMQs) represent the total monthly quantities to be ordered per Service item under the BPA. Each vendor placed on the BPA may receive a share of the total quantity stated. However, EMQ's are estimates only and do not bind the government to meet these estimates.

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




# Connecticut Towns

A - Hartford, West Hartford, East Hartford, Newington, New Britain, Wethersfield
B- New Haven, East Haven, West Haven
C - Bridgeport, Trumbull, Fairfield, Stratford

Connecticut Department of Economic and Community Development 1996

| PROJECT CODE | REQUIRED SERVICES | ESTIMATED | UNIT PRICE MONTHLY QUANTITY | |
|---|---|---|---|---|
| RESIDENTIAL PLACEMENT: | | | | |
| 9905 | Provision of Shelter | 2016 | 4 | $_____ |
| | | 2017 | 6 | $_____ |
| | | 2018 | 8 | $_____ |

Unit prices for Residential Placement shall include all requirements for Project Code 9905 including the following:

*Any and all telephone contacts with defendants

*All prices associated with alcohol testing

*All prices associated with case staffing conferences

See Section G.5 for daily rate calculations

| | | | |
|---|---|---|---|
| URINE COLLECTION: | | | |
| 1010 | Urine Collection & Reporting | 2016 | $_____ |
| | | 2017 | $_____ |
| | | 2018 | $_____ |
| 1011 | Urine Collection/ NIDT Device Testing | 2016 | $_____ |
| | | 2017 | $_____ |
| | | 2018 | $_____ |

Unit prices for Project Code 1011 shall include a "multiple test" factor for the service.

| | | | |
|---|---|---|---|
| SWEAT PATCH: | | | |
| 1012 | Sweat Patch/Application & Removal | 2016 | $_____ |
| | | 2017 | $_____ |
| | | 2018 | $_____ |
| VOCATIONAL SERVICES: | | | |
| 3060 | Job Placement | 2016 | $_____ |
| | | 2017 | $_____ |
| | | 2018 | $_____ |

BPA-Solicitation Number:

| PROJECT CODE | REQUIRED SERVICES | ESTIMATED MONTHLY QUANTITY | UNIT PRICE |
|---|---|---|---|
| PHYSICAL EXAMINATION: | | | |
| 4010 | Physical Examination & Report | 2014_____<br>2015_____<br>2016_____ | $_____<br>$_____<br>$_____ |
| 4020 | Laboratory Studies & Report | 2014_____<br>2015_____<br>2016_____ | $_____<br>$_____<br>$_____ |
| VENDOR'S LOCAL TRAVEL: | | | |
| 1401 | Vendor's Local Travel by Vehicle | 2014__unk__<br>2015__unk__<br>2016__unk__ | $*_____<br>$_____<br>$_____ |
| 1402 | Vendor's Local Travel by Commercial Carrier | 2014_____<br>2015_____<br>2016_____ | $ **_____<br>$ _____<br>$ _____ |
| DEFENDANT REIMBURSEMENT/COPAYMENT: | | | |
| 1501 | Administrative Fee for Copayment Collection | 2014___X___<br>2015___X___<br>2016___X___ | $ 5% of fees<br>$ collected by<br>$ vendor |

*Unit: Per mile reimbursed at prevailing rate established by Judiciary Travel Regulations for employees of the Judicial Branch of the Government.

**Unit: Reimbursement is at actual price as established in Judiciary Travel Regulations. Any such travel must first be authorized

by the USPO/USPSO to include the type, train or bus, and it must be at the lowest fare possible.

SECTION C. DESCRIPTION/STATEMENT OF WORK

## PROVISION OF SERVICES

The United States Probation and Pretrial Services Office (hereafter USPO/USPSO) shall provide a Program Plan (Probation Form 45) for each defendant that authorizes the provision of services. The vendor shall provide services strictly in accordance with the Program Plan for each defendant. The Government shall not be liable for any services provided by the vendor that have not been authorized for that defendant in the Program Plan. The USPO/USPSO may provide amended Program Plans during the course of treatment. The USPO/USPSO will notify the vendor verbally and in writing via Probation Form 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 residential placement for defendants on pretrial release as an alternative to detention. Such services may be provided to federal defendants and material witnesses supervised by the USPO/USPSO under the terms of this agreement. The vendor shall submit invoices for services provided to the referring agency.

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

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

## DEFINITIONS

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

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

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

D. "**Director**" means the Director of the Administrative Office of the United States Courts (unless in the context of a particular section, the use of "Director" manifestly shows that the term was intended to refer to some other office for

purposes of that section), and the term "his duty authorized representative" means any person or persons or board (other than the Contracting Officer) authorized in writing to act for the Director.

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

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

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

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., CUSPSO) 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 Pretrial Services 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. "**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.

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

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

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

Q. "**Probation Form 45**" - Program Plan.

R. "**Probation Form 46**" - Monthly Status Report.

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

T. "**Multiple Test**" - In the event the NIDT device does not provide a test result, or the test result is not readable, another NIDT device will be used at no additional charge to the government. The vendor shall include the "multiple test" factor in the unit price for this service.

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. The defendant may or may not be present at the conference.

W. "**Co-payment**" - Any payment from a defendant or third party reimbursement.

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

MANDATORY REQUIREMENTS

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

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

## 1. PROVISION OF SHELTER (9905)

The vendor shall provide residential placement for defendants on pretrial release as an alternative to detention. Defendants placed in housing can include defendants who are: (1) transient and lack housing facilities, (2) are in need of close surveillance monitoring, (3) may be considered at risk of making their future court commitments, and/or (4) a potential menace to the community if not required to be in residential placement.

### A. Administration and Organization

The vendor shall:

(1) Hold meetings at least monthly with facility staff to foster communication, establish policy, discuss problems, ensure compliance with requirements and implement programs. Minutes from the meetings shall be kept and made available to the USPO/USPSO upon request.

(2) Maintain a current written operations manual that shall be available to, and reviewed, at least annually, by the facility staff. The manual shall describe the purpose, program service, and policies and procedures of the facility for all elements of work contained herein. The vendor must operate according to this manual. On an as-needed basis, but not less than annually, the vendor shall update the manual to reflect current policy and provide a copy of the manual to the USPO/USPSO.

(3) Have a written system for disseminating new or revised policies or procedures to staff, volunteers, and if appropriate, to defendants and notify the USPO/USPSO of such.

(4) Conduct an internal audit of the program on at least an annual basis. Written findings and a plan describing corrective actions shall be forwarded to the contracting officer within the USPO/USPSO within 30 days following the completion of the audit.

(5) Have a written policy addressing conflicts of interest, including a prohibition against facility employees using their official position to secure privileges or advantages.

(6) Maintain liability and property insurance for the facility and equipment throughout the term of the BPA.

(7) Ensure that under no circumstances shall a defendant be in a position of control or authority of other defendants.

(8) Ensure that physical force be used by facility staff only in instances of justifiable self-defense or for the prevention of loss or damage to property, or to prevent a defendant from self-inflicted harm. Safety of defendants and staff shall be given highest priority; however, only to the degree of force necessary to control the situation is allowed; excessive force is prohibited. The vendor shall provide immediate notification of any physical force incident involving a federal defendant to the assigned supervision officer. The vendor will provide a follow-up written report within 24 hours of the incident to the assigned supervision officer in the USPO/USPSO.

(9) Have and implement a written policy for staff and program participants that prohibits the use of or possession of any type of firearm, destructive device or other dangerous weapons in the contract facility.

(10) Provide for the translation of facility rules, emergency diagrams, and other related documents into a foreign language as required by the composition of the defendant population.

(11) Ensure that defendants are not used for medical, pharmaceutical, or cosmetic experiments.

(12) The vendors shall not deviate from the provisions of the Statement of Work without prior written permission of the contracting officer.

(13) Notify the Chief USPO/USPSO or his/her designee immediately upon

receipt of a request or contact from any media representative, or any person who is to gather or report news for any news media. Contacts and requests include, but are not limited to, interviews, visits or impromptu questions with staff or defendants. No information shall be provided to the media prior to notifying the Chief USPO/USPSO.

(14) Have and implement a written policy for staff and program participants that prohibits the use of and possession of a narcotic drug or other controlled substances defined in 21 U.S.C. § 802, unless prescribed by a licensed medical practitioner.

B. **Referral and Intake Processing**

The vendor shall:

(1) Ensure the USPO/USPSO provides a completed Probation Form 45 to the director (or designee) of the housing facility prior to accepting a referral.

(2) Inform the USPO/USPSO in writing within 24 hours after receipt of the Probation Form 45 as to the decision to accept or deny placement of a defendant into the housing facility after being provided with background information on the defendant.

(3) Intake process shall include:

a. Prepare an initial intake form which includes, at a minimum: name, home address, date of birth, reason for referral, whom to notify in case of emergency, date information is gathered, name of referring source and officer, special medical needs or problems, disposition of personal property upon leaving the facility or death, personal physician (if any), and the signature of both the defendant and staff member taking the information. This form shall be placed in the front section of the defendant's file to facilitate easy access by staff.

b. Collect first urine specimen, in accordance with Section 2, if such has been authorized on the Probation Form 45.

(4) Ensure that upon admission to the housing facility, each defendant receives a copy of the established rules and regulations of the facility. Copies of these documents shall also be posted at a prominent location, accessible to all participants of the facility. The defendant's file shall contain a receipt,

signed by the defendant, stating the defendant has received, and understands, the contents of the rules and regulations.

C. **Authorized Absences**

The vendor shall:

(1) If approved by the USPO/USPSO, documented and communicated to the vendor, grant leave for employment and other approved program activities (e.g., seeking employment, court approved furlough, eating of meals off site, attending religious services, meeting with attorney, attending court, etc.).

(2) Authorize a defendant to leave the facility through a sign-out procedure (See **Security and Accountability below**.)

(3) With the USPO's/USPSO's documented approval, grant a defendant's request to operate motor vehicles if proof of licensing, valid insurance, and registration are provided to the director of the housing facility. The director or his or her designee shall maintain copies of these records in the defendant's file. Driving privileges shall be granted only for approved activities as listed in C.(1).

(4) Charge one half of the daily rate stated in Section B when a defendant is on approved leave from the facility for 24 hours or more. This amount shall preserve the defendant's residential place at the facility during approved leave.

D. **Security and Accountability**

The vendor shall:

(1) Maintain a defendant accountability program which ensures that every defendant is accounted for while in the facility. An accountability and security inspection plan provides a safe and secure environment for both staff and defendants. The program shall control the introduction of contraband; ensure the facility's safety and security; prevent defendants from leaving the facility unauthorized and undetected; maintain sanitary standards; and eliminate fire and safety hazards.

(2) Monitor and control access to the facility's sign-in/sign-out log for

defendants and any visitors.

(3) Establish procedures for locating and verifying the whereabouts of a defendant at all times when away from the facility. The procedures shall include a formal sign-in/sign-out log sheet for each defendant. Each log sheet shall contain: the defendant's name, time out, destination, purpose of the leave, scheduled return time, a section for special comments, notation of USPO/USPSO who authorized leave, and certification of staff's signature or initials. The contractor will contact the defendant either telephonically or in-person at random times, at work, home, or authorized destination to maintain accountability throughout the sign-out time(s). This shall occur at least twice a day. These contacts should be made discreetly in order to comply with disclosure and confidentiality requirements.

E. **Response to Noncompliance Behavior**

The vendor shall:

(1) Take necessary steps to protect staff and other defendants at the facility. Any apparent violation or infraction by a defendant shall be reported to the USPO/USPSO immediately to resolve the violation or initiate immediate court intervention and/or action. If a defendant is involved in a serious infraction of rules and regulations, the defendant shall be restricted to an appropriate location within the facility, until the USPO/USPSO can be notified for appropriate action. At the time an infraction is reported to the USPO/USPSO, the director of the housing facility or his or her designee shall recommend, in writing, an appropriate response to the noncompliant behavior to the USPO/USPSO.

(2) Notify the USPO/USPSO immediately if the defendant deviates from his or her approved scheduled leave from the facility, or fails to return to the housing facility at the time prescribed, or absconds from the facility. If a defendant returns after being placed on absconder status, then the procedure identified in E.(1) of this section will apply.

F. **Co-payments**

The vendor shall:

(1) Collect co-payments from defendants to defray the expenses to the Government unless otherwise waived by the Court and/or the USPO/USPSO. The vendor shall collect 25% of each defendant's **gross income** (rounded down to a whole dollar amount), however, in no event shall the vendor collect payments from a defendant that exceeds the vendor's daily rate. Acceptable forms of co-payment include: money orders, certified checks, and/or cashier's checks (cash is not an acceptable type of payment). Postal money orders are preferred.

(2) Provide the defendant with bills and receipts for co-payments and maintain copies of the bills and receipts in the defendant's file, along with copies of all pay stubs collected. The receipt shall indicate the amount billed and the amount collected, gross income, and time period covered.

(3) Bill and collect prorated co-payments for any partial weeks of residency based on number of days at the facility from last co-payment, and income during that same time.

(4) Ensure the amounts collected in co-payments are subtracted from the total amount of the monthly bill sent to the USPO/USPSO.

(5) Contact the USPO/USPSO in cases of extreme hardship to determine if a subsistence waiver can be approved, or subsistence payments modified.

(6) Document all exchange of monies between defendants and vendor.

Note: The vendor may charge an **Administrative Fee (1501)** which is a reasonable monthly fee, to administer the collection of fees from defendants, not exceeding five (5) percent of the monthly funds collected. (See Section 8)

G. **Alcohol Testing**

The vendor shall:

(1) Establish an appropriate level of monitoring and testing to ensure adequate surveillance of alcohol use, and upon reasonable suspicion of alcohol abuse. Testing shall be conducted in accordance with the program rules and regulations and as directed by the USPO/USPSO.

(2) Provide a reliable testing instrument and ensure that staff using the testing instrument is familiar with its operation as outlined in the manufacturer's

operating instructions. If the test is positive for alcohol, or the test is refused, the staff shall report the positive test or refusal to the USPO/USPSO immediately. Disciplinary Action proceedings will be addressed pursuant to Section E. (1).

(3) Maintain a log indicating those defendants subjected to the test, the staff member performing the test, the reason for the test (i.e., suspicion of alcohol use; random), the type of test being performed and results, the type of testing equipment being used, and if the defendant refused to submit to the test.

(4) Maintain an instrument log that will document the instrument's serial number, requirements for calibration, dates of calibration, and the date for the next calibration. Instrument logs shall be approved by the USPO/USPSO.

The price of alcohol testing is included in the prices in Section B.

H. **Staff Qualifications**

The vendor shall:

(1) Have adequately trained and physically able paid staff on the premises to provide twenty-four (24) hour coverage, seven (7) days a week. (Staff may not be asleep during their assigned shifts).

(2) Provide for the appropriate supervision of federal defendants and the orderly running of the facility. A minimum ratio of one staff member for every twenty-five residents (1:25) shall be ensured at all times.

(a) The contractor shall maintain the staff/resident ratio specified in the contract throughout the performance of the contract unless otherwise authorized in writing by the Chief USPO/USPSO or his/her designee.

(b) The contractor shall notify the Chief USPO/USPSO or his or her designee of any unforeseen circumstances which may affect the safety, security or orderly running of the facility.

(3) Ensure that the person in charge of the facility (director, facility manager, or the individual with overall authority), possesses either a baccalaureate degree in a social or behavioral science together with one year of related experience, or five years of experience in correctional supervision or management.

(4) Ensure all key personnel are full-time employees (full-time employment is defined as 40 hours per week). Key personnel are defined as those individuals holding the positions of the facility director, case manager/counselor, or other individuals in equivalent positions. Any proposed changes of key personnel shall be submitted for approval to the contracting officer. Paraprofessionals (i.e., interns) are not considered full-time employees.

(5) Keep written position descriptions that accurately describe current duties for all staff members under this blanket purchase agreement.

(6) Establish minimum employment qualifications for all staff members under this agreement.

(7) Provide facility staff with at least 20 hours of annual training relating to the operation of the facility. The contractor shall document the training topics, date, time and participants. The training shall at least cover the following topics:

- Emergency plans
- Staff integrity and ethics
- Accountability and security procedures
- Life, safety and emergency procedures
- Prevention, identification, and handling of sexual abuse/assault incidents and sexual harassment
- Basic first aid
- Requirements for controlling and distributing prescribed medication in accordance with section Q (Emergency Medical Service)

(8) Concentrate case management staff during hours when most defendants are present at the facility.

(9) Use volunteers only at the discretion of the Chief USPO/USPSO.

## I. **Facility Location**

The vendor shall:

Provide a facility located within one mile of public transportation, or the vendor shall furnish transportation for a defendant to public transportation or employment and/or program participation activities at no charge to the Government.

## J. **Code Compliance**

The vendor shall:

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

(2) Provide upon request of the contracting officer in the USPO/USPSO, copies of inspection certificates or licenses indicating compliance or noncompliance with subsection J.(1) above.

## K. **Facility Requirements**

The vendor shall:

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

(2) Supply each defendant with a bed, mattress and one closet or metal locker which provides for adequate space for the storage of personal items.

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

(4) Provide toilet, wash basin and bathing facilities on the premises. The contractor shall ensure there are adequate lavatory facilities to accommodate the facility population. Showers and wash basins shall have both hot and cold water.

(5) Ensure that defendants are afforded a reasonable degree of privacy. The facility shall provide for separate sleeping, bathing, and toilet facilities for male and female residents.

(6) Provide a facility that is accessible to defendants with physical disabilities,

or the vendor shall provide contingency plans to provide services to these defendants. Contingency plans shall be approved by the U.S. /Pretrial Services/Probation Office.

(7) Provide private meeting space in the facility to accommodate defendant meetings with USPO/USPSO, attorneys and counselors who may be brought in by pretrial and probation officers to meet with defendants.

(8) Provide space and furnishings for activities such as group meetings, visits, and recreation in the facility.

(9) Provide operable laundry facilities to all defendants at no additional charge to the defendant or the Government.

(10) Provide a dining area, regardless of the food service method utilized, that is not part of an establishment that serves alcoholic beverages.

(11) Provide pay telephone facilities which are accessible to defendants on the facility's premises.

(12) Coordinate with the USPO/USPSO to accommodate location monitoring equipment requirements, if necessary. (Specifics to be addressed by approved local needs.)

L. **Emergency Plans**

The vendor shall:

(1) Have and implement a written emergency and evacuation plan and diagrams (e.g., fire, natural disaster and severe weather) that are communicated to each arriving defendant, posted conspicuously in the facility, and reviewed or revised annually.

(2) Conduct quarterly evacuation drills when a representative number of defendants are present and document such.

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

M. **Safety Precautions**

The vendor shall provide:

(1) At least two means of exit from each floor level in the facility.

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

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

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

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

The vendor shall ensure that:

(6) Fire inspections and testing of fire equipment by the equipment representative are conducted in accordant with state and local laws, ordinances, and conducted at least semiannually.

(7) There are no mattresses or pillows that contain polyurethane or polystyrene.

(8) Hazardous materials (e.g., paint, adhesives, thinners, etc) are appropriately stored in secure metal containers away from areas such as sleeping quarters, kitchens, furnaces, stairwells, and exits.

N. **General Food Service**

The vendor shall:

(1) Provide meals for defendants whose work schedule prevents them from eating at designated meal time.

(2) Provide daily reasonable food selections.

(3) Provide nutritious, varied and balanced sack lunches for defendants who will be working at meal time.

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

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

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

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

## O. U.S. Food and Drug Administration (FDA)

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

*FDA Food Code* is available at: http://www.cfsan.fda.gov/~dms/foodcode.html

At a minimum, the vendor shall comply with the standards set forth in the most recent version of the *FDA Food Code.*

## P. Vendor Meals Served in Restaurants

The vendor shall ensure restaurants preparing and serving food to defendants are full-service; have a valid state or local license, certificate or permit to operate, prepare and/or serve food; follow the most recent version of the *FDA Food Code*; and meet all state and/or local sanitation and health laws, codes and regulations.

## Q. Emergency Medical Service

The vendor shall:

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

(2) Train at least one staff member on each shift in emergency first aid, CPR, and Automated External Defibrillator (AED.)

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

(4) Ensure defendants are responsible for their own medical and dental expenses. If the defendant has no resources, the vendor shall make every effort to secure no-cost treatment and assist defendants in identifying available community resources.

(5) Maintain and follow a written policy and procedure regarding the control and distribution of a defendant's prescribed medication.

(a) Prescribed medication must be kept in a locked and secured area which is not accessible by defendants. Medications shall not be kept in the defendants' sleeping area or with their personal items.

## 2. URINE COLLECTION AND REPORTING (1010)

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

### A. Storage of Urinalysis Supplies

The vendor shall:

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

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

### B. Secure Collection Area

The vendor shall:

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

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

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

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

C. **Safety Precautions**

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

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

D. **General Urine Specimen Collection Procedures**

(1) The vendor shall ensure defendants:

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

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

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

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

(2) The vendor shall ensure that the collectors:

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

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

(c) Complete a Chain of Custody or NIDT Collection Form (provided by the USPO/USPSO) before a defendant voids following chain of custody procedures, and then, unless the vendor is using an NIDT that yielded a negative result, secure the specimen identification label on the bottle.

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

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

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

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

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

(i) Use a tamper evident seaming system (e.g., tape) across the top of the bottle cap and down the sides of the bottle, and initial the

evidence tape. (This procedure is not mandatory for NIDTs when an instant negative result is obtained and no further testing will be done on that sample).

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

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

If the NIDT is negative the vendor shall:

(1) Discard the NIDT device (NIDT device is not considered biohazardous waste and can be disposed of in the trash (unless visibly contaminated with blood). If the NIDT is visibly contaminated with blood, the vendor shall check and follow local state requirements on disposal of NIDT devices.

(2) Discard urine specimen. Urine specimen may be flushed down the toilet. Rinse the emptied bottle. It is not considered biohazardous waste and can be disposed of in the trash.

## E. Observed Urine Specimen Collection Procedures

The vendor shall:

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

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

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

F. **Unobserved Urine Specimen Collection Procedures**

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

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

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

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

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

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

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

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

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

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

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

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

The vendor shall ensure:

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

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

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

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

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

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

H. **"No Test" Policy**

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

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

(2) The specimen security seal or tamper evident seal is present and intact.

(3) The specimen bar code label is present.

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

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

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

## I. Random Urine Specimen Collection Procedures

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

### (1) Urine Collection Phases

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

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

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

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

## J. Urine Specimen Collection Records and Reports

### (1) Urinalysis Log

The vendor shall maintain a log approved by the U.S. Pretrial Services/Probation Office for all urinalysis specimens collected which shall indicate:

(a) Defendant's name and PACTS number.
(b) Collection date
(c) Chain of custody (specimen identifier) number.
(d) Drugs or medication prescribed and date taken.
(e) Collector's initials.
(f) Special test(s) requested, and
(g) Test results
(h) Co-payment collected (if applicable)

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

## K. National Contract Urinalysis Laboratories

Urine specimens are analyzed under a separate contract with the AOUSC. Upon award, the USPO/USPSO shall notify the vendor it uses a national contract testing laboratory and provide supplies and instructions for the shipping and handling of specimens.

## L. Onsite Screening Urinalysis Laboratory

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

**3. URINE COLLECTION/TESTING NON-INSTRUMENTED DRUG TESTING DEVICES (NIDTs) (1011):**

The vendor shall perform the following procedures related to the collection, testing and reporting of urine specimens using NIDT devices provided by the USPO/USPSO:

A. **Storage of Urinalysis Supplies**

The vendor shall:

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

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

B. **Secure Collection Area**

The vendor shall:

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

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

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

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

C. **Safety Precautions and Collector Training**

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

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

D. **General Urine Specimen Collection Procedures**

(1) The vendor shall ensure defendants:

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

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

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

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

(2) The vendor shall ensure that the collectors:

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

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

(c) Complete a Chain of Custody or NIDT Collection Form (provided by the USPO/USPSO) before a defendant voids following the chain of custody procedures, and then unless the vendor is using an NIDT that yielded a negative result, peel the Barcode label from the Chain of Custody form and place it on the bottle.

(d) Collect a minimum of 30 milliliters of urine to allow the laboratory to conduct the initial presumptive screen and confirmation tests. A specimen with less than 10 milliliters of urine is not acceptable for

testing and shall not be submitted as the laboratory will not test it due to insufficient quantity.

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

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

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

(h) Review the temperature of the specimen to determine if it is near body temperature, if applicable. The temperature of the specimen BPA-Solicitation Number: 0651-12-1111 Page C- 13 of 42 should be measured within 4 minutes of collection and should be within a range of 90 - 100 degrees.

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

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

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

## E. Observed Urine Specimen Collection Procedures

The vendor shall:

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

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

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

F. **Unobserved Urine Specimen Collection Procedures**

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

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

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

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

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

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

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

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

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

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

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

## G. Random Urine Specimen Collection Procedures

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

(1) Urine Collection Phases

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

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

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

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

## H. Urine Specimen Collection Records and Reports

(1) **Urinalysis Testing Log**

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

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

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

I. **Urine Testing**

The vendor shall:

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

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

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

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

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

(6) Send specimens to the national drug testing laboratories under the explicit instruction of the USPO/USPSO, using the procedures outlined in k below.

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

The vendor shall ensure that:

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

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

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

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

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

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

K. **"No Test" Policy**

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

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

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

(3) The specimen bar code label is present.

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

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

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

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

L. **Specimen Processing**

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

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

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

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

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

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

(b) At the direction of the USPO/USPSO, prepare the specimen(s) to send to the national laboratories by transferring the specimen(s) to a national laboratory bottle and completing the Chain of Custody Form(s). All bottles and containers shall be provided by the Government. Once transfer of the specimen is completed, the vendor shall discard the NIDT device(s). Send the specimen(s) to the national laboratory within 48 hours unless otherwise instructed by the USPO/USPSO.

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

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

(d) Note the refusal on the Chain of Custody form and instruct the defendant 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's refusal to sign the form.

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

## M. **Drug Testing Invoicing (NIDTs)**

The vendor shall:

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

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

## 4. SWEAT PATCH APPLICATION AND REMOVAL (1012):

**Sweat patch application and Removal (1012) is always ordered in conjunction with urine collection (1010) or urine collection and testing (1011).**

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

### A. Staff Training

(1) The vendor shall ensure their staff is trained in sweat patch procedures before applying or removing a patch.

Training shall include:

(a) viewing the video presentation

(b) reading the sweat patch training manual provided by the U.S. Pretrial Services/Probation Office

(c) taking and passing the certification test provided by the sweat patch vendor,

(d) practicing the procedures contained in this section of the statement of work.

(2) The vendor shall document training for personnel it authorizes to apply and remove sweat patches. This documentation must include a certificate from the sweat patch vendor which indicates a successful completion of the certification test.

B. **Storage**

The vendor shall:

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

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

C. **Safety Precautions**

The vendor shall:

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

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

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

The vendor shall:

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

(2) Immediately collect a urine specimen and report to the USPO/USPSO within 24 hours if a defendant reports with a sweat

patch that is falling off, has fallen off, or is missing. The vendor shall stop using a sweat patch on defendants who continue to experience difficulties in retaining the patch on their skin. The vendor shall report to the USPO/USPSO within 24 hours if it has discontinued use of a sweat patch.

E. **Sweat Patch Application**

The vendor shall:

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

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

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

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

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

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

F. **Sweat Patch Removal**

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

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

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

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

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

G. **Sweat Patch Test Policy**

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

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

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

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

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

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

H. **Sweat Patch Records and Reports**

The vendor shall:

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

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

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

I. **Sweat Patch Invoicing**

The vendor shall:

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

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

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

## 5. VOCATIONAL SERVICES (Job Placement Assistance) 3060

Gainful employment is a fundamental expectation for those defendants released into a halfway house setting.

The vendor shall:

(1) Develop meaningful and gainful employment opportunities. Meaningful employment means the matching of jobs to defendant needs, aptitudes, desires, and capabilities. Gainful employment opportunities are those positions that will serve as a means of self support and that extend after completion or removal from the facility.

(2) Ensure that, unless medically constrained, defendants secure full-time employment within 15 working days after arrival at the facility.

(3) For the purpose of this agreement, full-time employment is defined as one or more jobs totaling 40 hours per week. Any proposed employment plan which is less than full-time, requires the approval of the USPO/USPSO.

(4) Verify employment and job attendance discreetly as not to jeopardize the defendant's employment.

(5) Inform, in writing, the USPO/USPSO of the defendant's first job, and any changes in employment status while participating in the program.

(6) Ensure that restriction from work is not used as a disciplinary sanction, unless approved by the USPO/USPSO.

(7) Ensure that the defendant receives required assistance in filling out job applications, or any other documents (i.e., photo identification, birth certificate, social security card) associated with securing employment.

(8) Ensure that the defendant is placed in employment that is in compliance with regulatory laws regarding employment of individuals with criminal records (i.e., sexual offender laws; convicted felon).

## 6. PHYSICAL EXAMINATION AND LABORATORY STUDIES

Physical Examinations and Laboratory Studies may be required prior to placement into the halfway house.

The vendor shall provide:

(1) **One Physical Examination and Report (4010)** per defendant, as deemed medically necessary, conducted by:

(a) A licensed medical doctor/physician, or other qualified practitioner who is board certified or board-eligible, and meets the standards of practice (i.e.,

academic training, residency, etc.) established by his/her state's regulatory board; or

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

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

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

## 7. VENDOR LOCAL TRAVEL

The vendor may invoice for:

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

(a) At a rate in the Judiciary Travel Regulations, **and**

(b) Recorded on Probation Form 17, Daily Travel Log, and limited to reimbursement of mileage per judiciary travel regulations.

(2) **Vendor's Local Travel by Common carrier (1402)** (airfare is not approved travel under this statement of work) for travel outlined above in Vendor Local Travel by Vehicle (1401) and conforming with the following:

(a) Reimbursed at actual cost as established in the Judiciary Travel Regulations. Any such travel must first be authorized by USPO/USPSO to include type, train or bus and it must be at the lowest fair possible; and

(b) Recorded on Probation Form 17, Daily Travel Log.

NOTE: Neither of the above travel charges shall include any vendor costs incurred to transport defendants to public transportation or employment or program activities if the vendor's facility is not within one mile of public transportation.

## 8. DEFENDANT 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. 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 Status Report and the Sign-In/Sign-Out Daily Log any co-payment received or whether the expected co-payment was not provided, as well as the amount of any outstanding balance;

(d) Inform the USPO/USPSO within 3 business days of a defendant's 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, not exceeding five (5) percent of the monthly funds collected.

## 9. DELIVERABLES

## DEFENDANT RECORDS AND CONFERENCES

### A. File Maintenance

The vendor shall:

(1) Maintain a secure filing system of information on all defendants 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.

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

(3) Keep a separate file for each defendant.

(4) Create a separate file when a defendant on pretrial services supervision is subsequently sentenced to probation supervision/supervised release, but continues to receive services from 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.

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

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

(7) At the expiration of the performance period of this agreement the vendor shall provide the USPO/USPSO or designee a copy of all defendant 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 B (2), (3), (4), (5), (6), and (7) below.

(2) Obtain defendant'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 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 placement and progress of a defendant.

(5) Disclose defendant 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 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 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 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 shall contain the following records:

(1) **Chronological Notes** that:

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

(b) Are current and available for review by the USPO/USPSO or his/her designee, and by the Office of Probation and Pretrial Services (OPPS) of at the Administrative Office of the U.S. Courts.

(c) Chronological notes shall be legible, and be dated and signed by the staff member.

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

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

(a) Identifies vendor services to be provided to the defendant and billed to the Government under the terms of agreement, and any copayments due by the defendant.

(b) Authorizes the vendor to provide services. (e.g., **Provision of Shelter (9905))** to the defendant.

(c) The 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 during the agreement or to change the frequency of a defendant's urine collection.

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

(d) To terminate services.

(4) **Monthly Status Report** (Pretrial Services Form 46) that:

(a) Summarizes defendant's activities during the month.

(b) Indicates defendant progress (e.g. adjustment, responsiveness, significant problems, employment).

(c) Reflects changes in Program Plan.

(d) Records urine collection and tests results (if applicable).

(e) Records authorized absences (furloughs) of 24 hours or more (if applicable).

(f) 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).

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

Vendor submits Probation Form 17 with the monthly invoice for Vendor's local travel by vendor or staff.

(a) **by Vehicle (1401)** (at the rate in the current Judiciary Travel Regulations), or

(b) **by Common Carrier (1402)** (at the rate in the current Judiciary Travel Regulations).

(6) **Bail Reports** that:

(a) Are forwarded by the referring USPO/USPSO which contain confidential information regarding a defendant's background.

(b) Are to be secured and read by staff on a need to know basis.

(7) **Conditions of Release** that:

Are forwarded by the referring USPO/USPSO which establish the court ordered conditions for release for the defendant pending trial, sentencing or surrender.

(8) **Vocational Assistance Log** that:

(a) Demonstrate the defendant's earnings and co-payments received.

(b) Report number of hours worked.

(9) **Urinalysis Log** 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'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 Testing Log form differs from the sample form provided in attachment J.9.

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

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

D. **Case Staffing Conference**

The vendor's professional staff shall:

(1) Meet with the USPO/USPSO for an initial case staffing conference to develop supervision goals and strategies.

(2) Meet at least quarterly with the USPO/USPSO to discuss the defendant's progress in the program.

(3) Meet as needed with USPO/USPSO when additional conferences are requested.

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

E. **Vendor Reports**

The vendor shall:

(1) Prepare a written report on the defendant's status upon USPO/USPSO's request.

(2) Recommend in the report whether defendant's residence status should be continued or terminated.

(3) If recommending termination, state the reason in the report (i.e., whether the defendant responded to placement and no longer needs services, or whether the defendant failed to respond to structured placement).

(4) Provide a written termination report to the USPO/USPSO on all defendants discharged from the program within a 30-day period after defendant discharge.

(5) Provide written report each time action is taken against a defendant in response to non-compliant behavior.

F. **Vendor Testimony**

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

(1) Appear or testify in legal proceedings convened by the federal court, and

(a) a request by the USPO/USPSO, United States Attorney's Office, or

(b) in response to a subpoena.

(2) Provide testimony including but not limited to a defendant's: attendance record; urine test results; general adjustment to program rules; type and dosage of medication; response to placement; test results; and any programming needs.

(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 unless such action is approved in writing by the Chief USPO/USPSO.

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

(1) The defendant and USPO/USPSO sign prior to the defendant's first appointment with the vendor.

(2) The vendor shall obtain the defendant's signature before releasing any information regarding the defendant or the defendant's progress to the USPO/USPSO.

H. **Emergency Contact Procedures**

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

## 10. NOTIFYING U.S. PROBATION OFFICER/ PRETRIAL SERVICES OF DEFENDANT NONCOMPLIANCE

The vendor shall:

(1) Notify the USPO/USPSO immediately by telephone of defendant noncompliance including but not limited to:

(a) Positive urine drug screen or breath alcohol test results.

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

(c) Failure to produce a urine specimen for testing (i.e., stalling - e.g. withholding a specimen or failure to produce a specimen of sufficient quantity for testing).

(d) Failure to appear as directed for urine collection, sweat patch application or removal, or alcohol test (i.e., no-show).

(e) Failure to follow vendor staff direction.

(f) Failure to comply with conditions of supervision.

(g) Failure to arrive at facility when expected.

(h) Any behavior that might increase the defendant's risk to the community.

(2) Immediately following telephonic notification to the USPO/USPSO, the vendor shall electronically transmit or fax a report detailing the noncompliance which includes, but is not limited, to the following:

Type of incident, date, and time;
Person(s) involved
Notifications (who, date, and time)
Any media or law enforcement attention; and
Brief summary of incident

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

## 11. STAFF REQUIREMENTS AND RESTRICTIONS

The vendor shall ensure that:

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

(2) After award, persons charged with or under investigation for a criminal offense shall not perform services under this agreement nor have access to defendant files unless approved in writing by the Contracting Officer after consultation with OPPS and Procurement Management Division.

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

(4) 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 files unless approved in writing by the Contracting Officer after consultation with OPPS and PMD.

(5) The vendors and its employees shall:

(a) Avoid compromising relationships with defendants and probation or pretrial services staff, and

(b) Not employ, contract with, or pay any defendant or defendant'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.

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

(d) Report to the USPO/USPSO or designee 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.

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

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

12. LOCAL SERVICES

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

## SECTION D. PACKAGING AND MARKING

The contractor shall package and record urine and sweat patch collections as detailed in Section C. 2, 3, and 4.

## SECTION E. INSPECTION AND ACCEPTANCE

**E.1. Vendors Performance (Mandatory Requirement)**

The vendor and/or subcontractor shall:

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

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

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

**E.2 Clauses 2-5B, Inspection of Services (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 clauses may be accessed electronically at this address: http://www.uscourts.gov/procurement.aspx

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

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

## SECTION F. DELIVERIES OR PERFORMANCE

**F.1 PROVISION OF SERVICES TO FEDERAL DEFENDANTS (MANDATORY**

**REQUIREMENT)**

A. In an effort to protect the community by providing halfway house placement, the vendor shall have the capability to immediately place federal defendants in halfway house placement without regard to any placement backlog or waiting lists.

B. Recognizing the problems of limited bed space, vendors shall place Probation and Pretrial Service referrals for halfway house placement in the first available bed space.

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

D. Termination of defendants from placement, 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 defendants.

E. The contractor shall not tell defendants to misrepresent or withhold information regarding the 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, 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 PERFORMANCE STANDARDS

A. The vendor shall maintain the mandatory standards set forth in Sections C, E, F and G of the Request for Proposals (RFP) contract or agreement. A vendor's noncompliance or failure to comply with the mandatory standards shall be the basis for termination of the contract or agreement.

SECTION G. AGREEMENT ADMINISTRATION DATA

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).

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 as **CONFIDENTIAL.**

C. Keep all defendant 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 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.

3. **INVOICES (MANDATORY REQUIREMENT)**

The vendor shall:

A. Submit an original copy of the invoice to the address listed in block 7 on the form **Solicitation/Offer/Acceptance**, in Section A, p. 1 of the Request For Proposals (RFP) with the **Monthly Status Report, Urinalysis Log, Daily Travel Log** (if applicable), copies of client paystubs and receipts showing payment of subsistence and **Vocational Assistance Log**.

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 (Parts A and B), or a USPO/USPSO local invoice form, approved by the Administrative Office, indicating:

(1) Individual defendant 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.

(3) Credits due to Government as a result of defendant co-payments.

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.

E. Include the prices of telephone contacts with clients in the unit price for services under Project Code 9905 and shall not bill separately for these calls.

F. The vendor invoice B shall include authorized absences (furloughs) of 24 hours or more.

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, including the defendant.

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 credit the Government for these services. The USPO/USPSO may require the vendor to deduct such duplicate payments from subsequent

invoices issued to the Government according to the terms and conditions of this solicitation document.

(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 U.S.C. § 3672, the vendor may be required to reimburse the Director of the Administrative Office of the U. S. Courts in lieu of deducting payments from subsequent invoices.

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

C. The USPO/USPSO shall evaluate the defendant's financial status (e.g., employment) before authorizing defendant payments to the vendor and shall notify the defendant and vendor of the defendant payments in the Probation Form 45 if they will deviate from the standard plan of co-payments noted in Section C.

5. **DAILY RATE CALCULATION:**

The vendor shall bill a daily rate for Provision of Shelter (9905) that:

A. Is computed on a calendar day unit (midnight to midnight) for continuous placement of over twenty-four (24) hours, and

B. Is computed as one-fourth of a calendar day for six (6) hour increments or less, and

C. Is computed as one (1) day unit on day of discharge when discharge is after 5:00p.m.

D. Includes all those items listed in Section C.I. including Section C.I.(C)(4) which impacts the per diem rate.

Example:

Assume a daily rate of $12.00. Defendant enters halfway house at 2:00 p.m. on Day 1 and was discharged from the facility at 7:00 a.m. on Day 3.

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

## SECTION H. SPECIAL AGREEMENT REQUIREMENTS

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

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

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

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

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

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

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

## H.2 DRUG-FREE WORKPLACE - JAN 2003

(a) Definitions. As used in this clause,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Notify the contracting officer within ten (10) days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

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

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

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

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

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

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

## H.3 Government Furnished Property - (JAN 2003)

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

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

SECTION I REQUIRED CLAUSES

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

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

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

## I.2 Subcontracting

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

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

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

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

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

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

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

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

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

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

**I.5 Clause B-5 Clauses Incorporated by Reference (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 clauses may be accessed electronically at this address: http://www.uscourts.gov/procurement.aspx

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

| | |
|---|---|
| Clause 1-15 Disclosure of Contractor Information to the Public | AUG 2004 |
| Clause 3-25 Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment | JAN 2003 |
| Clause 3-160 Service Contract Act of 1965, As amended | JUN 2012 |
| Clause 3-205 Protest After Award | JAN 2003 |
| Clause 3-210 Protests | SEP 2010 |
| Clause 7-35 Disclosure or Use of Information | APR 2010 |
| Clause 7-70 Judiciary Property Furnished "As Is" | JAN 2003 |
| Clause 7-85 Examination of Records | JAN 2003 |
| Clause 7-115 Availability of Funds | JAN 2003 |
| Clause 7-135 Payments | JAN 2003 |
| Clause 7-140 Discounts for Prompt Payment | JAN 2003 |
| Clause 7-150 Extras | JAN 2003 |
| Clause 7-175 Assignment of Claims | JAN 2003 |
| Clause 7-185 Changes | JAN 2003 |
| Clause 7-215 Notification of Ownership Changes | JAN 2003 |
| Clause 7-223 Termination for the Convenience of the Judiciary (Short Form) | AUG 2004 |
| Clause 7-230 Termination for Default (Fixed Price - Products and Services) | JAN 2003 |
| Clause 7-235 Disputes | JAN 2003 |

**IN ADDITION TO THE CLAUSES LISTED ABOVE, IF THIS AGREEMENT IS IN**

**EXCESS OF $100,000, THE CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING CLAUSE, INCORPORATED BY REFERENCE.**

Clause 1-10 Gratuities or Gifts JAN 2010

## SECTION J. LIST OF ATTACHMENTS

J.2 PROB 45 Program Plan

J.3 Director's Confidentiality Regulations

J.4 Non-Disclosure Agreement

J.5 Authorization to Release Confidential Information (PS 6B form)

J.6 PROB 17 Travel Log (Probation Form 17)

J.7 Invoice (Page 1 and Page 2)

J.8 PROB 46 (Monthly Status Report)

J.9 Testing Log (Urinalysis, Sweat Patch, Breathalyzer)

J.11 Department of Labor Wage Determination – N/A

PROB 45 (rev. 05/11)

Today's Date:

J2

# TREATMENT SERVICES CONTRACT PROGRAM PLAN

## Client Identifying Information

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

## Provider Information

Provider:
Provider Location:
Attn:
Location Address:

Phone:
Fax:

Procurement No:
Effective Date:
Termination Date:

## Authorized Services

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

## Services Ordered

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

## Instructions to Provider Regarding Client Needs and Goals of Treatment

Officer:

Referral Agent:

Client:

# Guide to Judiciary Policy

Vol 8: Probation and Pretrial Services
Pt A: Pretrial Services Investigation and Report (Monograph 112)

## Appx 5A: Confidentiality Regulations

**(April 14, 2010)**

### 1. Statutory Provisions

#### A. Authority of the Director of the Administrative Office

The Director of the Administrative Office of the United States Courts is authorized to issue regulations governing release of information made confidential by section 3153(c)(1) of title 18, United States Code, enacted by the Pretrial Services Act of 1982 (Pub. L. No. 97-267, section 3, 96 Stat. 1136 (Sept. 27, 1982) (18 U.S.C. § 3153(c)(2)). That section further provides that the regulations are to provide exceptions to the confidentiality of such information to allow access –

> "(A) by qualified persons for purposes of research related to the administration of criminal justice;
>
> (B) by persons under contract under section 3154(4) of this title;
>
> (C) by United States Probation Officers for the purpose of compiling presentence reports;
>
> (D) insofar as such information is a pretrial diversion report, to the attorney for the accused and the attorney for the Government; and
>
> (E) in certain limited cases to law enforcement agencies for law enforcement purposes."

Accordingly, as the regulations are mandated by Congress, they are entitled to the full force and effect of the law.

#### B. Confidentiality of Pretrial Services Information

Section 3153(c)(1) of title 18, United States Code, provides as follows:

"Except as provided in paragraph (2) of this subsection, information obtained in the course of performing pretrial services functions in relation to a particular accused shall be used only for the purposes of bail determination and shall otherwise be confidential. Each pretrial services report shall be made available to the attorney for the accused and the attorney for the Government."

### C. Objective of Confidentiality of Pretrial Services Information

Confidentiality of pretrial services information is preserved primarily to promote a candid and truthful relationship between the defendant and the pretrial services officer in order to obtain the most complete and accurate information possible for the judicial officer. H. Conf. Rep. 97-792, 97th Cong., 2d Sess. 8. Disclosure of pretrial services information for purposes other than for the determination of pretrial release, particularly for prosecution purposes, would deter defendants from cooperation with pretrial services officers and deprive the court of necessary information.

## 2. Definitions

For purposes of these regulations:

**A.** *Pretrial services information* is any information, whether recorded or not, that is obtained or developed by a pretrial services officer in the course of performing pretrial services. Performing pretrial services includes conducting the pretrial services investigation, preparing the pretrial services report, performing any post-release or post-detention investigation, or supervising a defendant released pursuant to chapter 207 of title 18, United States Code. Pretrial services information does not include information appearing in the public records of the court.

**B.** *Pretrial services officer* means any United States Probation or Pretrial Services Officer performing pretrial services pursuant to 18 U.S.C. § 3154 or any person acting under the directions of such officer.

**C.** *Disclose or disclosure* means a written or oral communication of pretrial services information, the release of pretrial services information, or the affirmative verification of another person's communication of pretrial services information.

**D.** *Judicial officer* means the officer defined in 18 U.S.C. § 3156(a)(1) who has authority to release or detain the defendant to whom the pretrial services information pertains.

## 3. Limitation on Disclosure of Pretrial Services Information

### A. General Prohibition of Disclosure

Unless authorized by these regulations or ordered by the judicial officer for good cause shown, a pretrial services officer shall not disclose pretrial services information. This prohibition on unauthorized disclosure applies irrespective of whether such disclosure is sought through the direct testimony of the pretrial services officer or by means of a subpoena, a subpoena duces tecum, or other form of judicial process.

### B. Minimal Disclosure

Any disclosure of pretrial services information permitted under the provisions of these regulations or ordered by the judicial officer shall be limited to the minimum information necessary to carry out the purpose of the disclosure.

### C. Use of Pretrial Services Information in Prosecution

In accordance with the provisions of 18 U.S.C. § 3153(c)(3), pretrial services information is not admissible on the issue of guilt in a criminal judicial proceeding unless the proceeding is a prosecution for a crime committed while in the course of obtaining pretrial release or a prosecution for failure to appear for the criminal justice proceeding with respect to which pretrial services were provided.

### D. Use of Pretrial Services Information in Cases Other Than Those for Which It Was Obtained

Pretrial services information obtained in a particular case may be used by a pretrial services officer to prepare a pretrial services report in another case or to supervise a defendant in another case.

## 4. The Pretrial Services Report

### A. Notation of Pretrial Services Information

In preparing the pretrial services report, a pretrial services officer shall note only such information as is pertinent to the determination of release or detention and release supervision. A pretrial services officer shall not solicit, record, or indicate in any form information regarding the offense alleged unless such information has been obtained from the public record.

Whenever such information is obtained from the public record, the source of information shall be identified in the report.

## B. Deletion of Information From the Pretrial Services Report

A pretrial services officer may request the judicial officer for whom the pretrial services report is prepared to delete information from the report before the report is made available to the attorney for the defendant and the attorney for the Government. Information that may be so deleted is information that the judicial officer determines after an in camera inspection (1) would violate the promise of confidentiality by which it was obtained from a defendant or a third party or (2) might result in harm to the defendant or a third party.

## C. Limitation on the Recordation of Pretrial Services Information

Pretrial services information shall be made available to the judicial officer in accordance with the provisions of 18 U.S.C. § 3154. But pretrial services information shall not be made part of the public record. Only information that is specifically relied upon by the judicial officer in making a release or detention decision and that is otherwise unavailable should appear on the public record. Consistent with this limitation, pretrial services officers should not be called to testify regarding pretrial services information unless such testimony is necessary to resolve a material fact.

## D. Disclosure of the Pretrial Services Report

(1) The pretrial services report shall be made available to the defendant, the attorney for the defendant, and the attorney for the Government pursuant to the practice and procedure of the district court in connection with a pretrial release or detention hearing, a pretrial release revocation proceeding, or any judicial proceeding to modify the conditions of release. Any copies of the pretrial services report disclosed under this provision shall be returned to the pretrial services officer at the conclusion of the hearing.

(2) The chief pretrial services officer or the chief probation officer supervising pretrial services may make the pretrial services report available to new or additional counsel for the defendant if such counsel commenced representation of the defendant after the initial disclosure of the pretrial services report and if such counsel requests review of the report in writing. The request shall stipulate that the purpose of the review is to prepare for a scheduled or contemplated pretrial release or detention proceeding. Any copies

of the pretrial services report disclosed under this provision shall be returned to the pretrial services officer after inspection by counsel.

(3) The pretrial services report should not be redisclosed to other parties by the attorney for the defendant or the attorney for the Government.

## 5. Authorized Disclosures

### A. Research, Reviews, and Audits

(1) Pretrial services information, including national electronic pretrial services information, shall be available to the staff of the Administrative Office of the United States Courts for technical assistance, assessments, or other reviews of a pretrial services office or a probation office that performs pretrial services or for other research related to the administration of justice.

(2) Upon written application to the chief pretrial services officer or the chief probation officer who supervises pretrial services, and with the written consent of the Assistant Director of the Office of Probation and Pretrial Services, Administrative Office of the United States Courts, pretrial services information shall be available to qualified persons for the purpose of research related to the administration of justice.

(3) Upon written application to the Assistant Director of the Office of Probation and Pretrial Services, Administrative Office of the United States Courts, national electronic pretrial services information shall be available to qualified persons for the purpose of research related to the administration of justice.

(4) "Qualified persons" are those persons or organizations whose training and experience are appropriate to the nature of the research in which they propose to engage and who are performing such research with adequate administrative safeguards against the unauthorized disclosure of confidential information. Any person or organization to whom pretrial services information is disclosed under this subsection shall, prior to the disclosure of any pretrial services information, execute a nondisclosure agreement affirming the continued confidentiality of information received. Such agreement shall require that any such person or organization protect pretrial services information against unauthorized disclosure

and maintain the anonymity of those individuals to whom information disclosed under this section pertains.

## B. Contract Agencies

(1) Pretrial services information is available to individuals or organizations that have contracted with pretrial services to provide supportive services for the custody or care of persons released pursuant to 18 U.S.C. § 3154(4).

(2) Contracts with such individuals or organizations must include a nondisclosure agreement which recites the obligation of the individuals or organization to adhere to the confidentiality provisions of 18 U.S.C. § 3153(c) and these regulations.

## C. Family Members and Third-Party Custodians

The chief pretrial services officer or chief probation officer who supervises pretrial services may authorize the disclosure of pretrial services information to family members of the defendant or a third-party custodian if the defendant has been released to the custody of the family, family member, or third-party custodian pursuant to 18 U.S.C. § 3142(c)(B)(i). In any other case, such officer shall authorize disclosure of pretrial services information to family members or third-party custodians if, in the opinion of such officer, such information would be beneficial to the ongoing supervision or treatment of the defendant and the defendant authorizes the disclosure in writing. Such officer shall not authorize any disclosure to family members or third-party custodians under this section if, in the opinion of such officer, (1) the disclosure of such information would violate a promise of confidentiality to the source of the information, (2) the disclosure would result in harm to any person, or (3) the disclosure would compromise the objective of confidentiality as set out in section 1(C) of these regulations.

## D. United States Probation Officers

Pretrial services information shall be made available to United States probation officers for the purpose of preparing a presentence report on the defendant or a codefendant, including any amendments or supplements thereto. The probation officer shall not disclose pretrial services information except insofar as that information is used in the presentence report or if the probation officer determines that the information is relevant in connection with a proceeding pursuant to F.R.Crim.P. 32.1.

## E. Violations of Conditions of Release

Pretrial services officers shall, in compliance with 18 U.S.C. § 3154(5), inform the judicial officer and the United States Attorney's office of all apparent violations of pretrial release conditions and arrests of persons released under supervision.

## F. Risk of Harm

(1) Pretrial services officers shall, pursuant to the provisions of 18 U.S.C. § 3154(5), inform the judicial officer and the United States Attorney of any danger that any such person may come to pose to any other person or the community. In compliance with this section, pretrial services officers shall provide such pretrial services information as is necessary to fully advise the judicial officer and the United States Attorney of the nature and source of the danger and may request authorization to provide a warning to a party at risk or recommend any appropriate modification of release conditions. With the approval of the judicial officer, pretrial services officers may disclose such pretrial services information as is necessary to permit a party at risk to take appropriate protective action.

(2) If the defendant poses an imminent danger to another person or the community and delaying disclosure pending approval by the judicial officer would place another person or persons in danger of physical harm, the chief pretrial services officer or the chief probation officer supervising pretrial services or designee(s) may authorize the pretrial services officer to disclose such pretrial services information as is necessary to permit a party at risk to take appropriate protective action prior to informing the judicial officer and the United States Attorney and prior to obtaining approval of the judicial officer. As soon as possible after such disclosure, the pretrial services officer must provide the judicial officer and the United States Attorney with notice of the danger, a description of the reasons for making immediate disclosure, and the information disclosed.

## G. Law Enforcement

The judicial officer, after giving due consideration to any promises of confidentiality to sources of pretrial services information and any harm to any individual that might result from disclosure of pretrial services

information, may authorize disclosure of such information to law enforcement agencies for the following purposes:

(1) Investigation of a crime committed in the course of obtaining or maintaining pretrial release.

(2) Investigation of a failure to appear for the criminal justice proceeding with respect to which pretrial services were provided.

(3) Investigation of a violation of a condition of pretrial release.

(4) Investigation of an instance of child abuse or neglect.

(5) Protection of the defendant, law enforcement personnel, prison officials, or other care providers in circumstances in which an arrest is contemplated, defendant is to be confined, defendant has escaped, or other circumstances in which information must be disclosed to protect such persons or the public against any risk of harm presented by the defendant or to protect or provide necessary care to the defendant.

## H. Exculpatory Information

(1) The judicial officer may authorize the disclosure of pretrial services information if the judicial officer finds that there is a substantial likelihood that the information is material, exonerating on the issue of guilt, or germane to the issue of truth in an administrative, legislative, or judicial proceeding involving the defendant or a third party, and would not be otherwise available in such a proceeding.

(2) A pretrial services officer may disclose any pretrial services information to the judicial officer in camera in any case in which the pretrial services officer believes that pretrial services information contains material that might be disclosed under subparagraph (1) of this section or in any case in which the defendant or a third party alleges that pretrial services information contains such material.

## I. Diagnostic or Treatment Information

The chief pretrial services officer or the chief probation officer who supervises pretrial services may authorize the disclosure of pretrial services information to a physician, psychologist, psychiatrist, or other health care professional or treatment provider for the purpose of assisting that person to provide diagnostic information in connection with the

pretrial services report or pretrial supervision or to provide drug or mental health treatment to the defendant.

## J. Information of Benefit to Defendant

Upon written request of the defendant, the chief pretrial services officer or chief probation officer who supervises pretrial services may authorize the disclosure of pretrial services information to a defendant for the purpose of obtaining a benefit, securing employment, or providing information to a treatment or health care provider if, in the opinion of such officer, (1) the disclosure of such information would not violate a promise of confidentiality to the source of the information, (2) the disclosure would not result in harm to any person, (3) the disclosure would not compromise the objective of confidentiality as set out in section 1(C) of these regulations, and (4) the defendant is informed that the information disclosed may not be favorable.

## K. Status Information

The chief pretrial services officer or chief probation officer who supervises pretrial services may authorize the disclosure of pretrial services information consisting of "status" information regarding the defendant, such as current residence, telephone number, and current employer, if, in the opinion of such officer, (1) the disclosure of such information would not violate a promise of confidentiality to the source of the information, (2) the disclosure would not result in harm to any person, and (3) the disclosure would not compromise the objective of confidentiality as set out in section 1(C) of these regulations.

## L. Good Cause

In any other case, the judicial officer may order the disclosure of pretrial services information if, after considering (1) any promise of confidentiality to the source of the information, (2) any harm that such disclosure might cause to any person, (3) the objective of confidentiality as set out in section 1(C) of these regulations, and (4) the purpose of the disclosure, the judicial officer finds that there is good cause for such disclosure.

## NON-DISCLOSURE AGREEMENT FOR CONTRACT SERVICES

_____hereby acknowledges and agrees that any information, including records, reports, files, or oral communication, it receives from the U. S. Pretrial Services/Probation Office, with respect to criminal defendants, is strictly confidential; remains subject to the Regulations Governing Confidentiality for Probation and Pretrial Services Information, a copy of which is attached hereto; and is not to be disclosed, except per said Regulations, to any parties, individuals, or organizations, other than the U.S. Pretrial Services/Probation Office and the Federal District Court. further agrees that it will not identify, directly or indirectly, any individual U.S. Pretrial Services/Probation Office subject(s) in any report of research, evaluation, periodic audits or studies, or in any articles for publication of any kind, or in any verbal disclosures, except in reports required by and/or to the referring U.S. Pretrial Services/Probation Office and/or the Federal District Court.

It is understood and agreed that the U.S. Pretrial Services/Probation Office will be notified promptly by _____ of any subpoena or other request for information that pertains to U.S. Pretrial Services/Probation Office information. Upon a breach of this Non-Disclosure Agreement, the U.S. Pretrial Services/Probation Office is entitled to terminate the contract relationship with _____, or to take whatever lesser steps are necessary to prevent further breaches of this Agreement.

_____ _____

**U.S. PRETRIAL SERVICES/PROB ATION OFFICER** **DATE**

_____ _____

**WITNESS** **DATE**

PS 6B
(Rev. 5/05)

J5

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

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

hereby authorize _____ to release confidential
(Name of Program)

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

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

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

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

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

_____
(Name and Address of Program)

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

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

_____ _____
(Date Signed) (Date Signed)

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

PROB 17
(Rev. 2/93)

# U.S. PROBATION AND PRETRIAL SERVICES TRAVEL LOG

**DISTRICT:**

| DATE / OFFICER NAME | EXPENSE CODE | CONTACT CODES (P-Personal/C-Collateral) | PROBLEM CODES | DAILY TRAVEL RECORD |
|---|---|---|---|---|
| | A-Telephone<br>B-Parking<br>C-Other | H-Home<br>C-Community<br>PS-Presentence<br>PR-Prerelease for Institution<br>PT-Pretransfer<br>SI-Special Investigation<br>SS-Social Services for Institution<br>OPO-Other Probation/Pretrial Services Officer<br>PTS-Pretrial Services<br>PTSD-Pretrial Services Diversion<br>FWR-Furlough/Work Release | DA-Drug Abuse<br>UA-Urine Collection<br>PS-<br>HS-Housing/Shelter<br>O-Other<br>AL-Alcohol<br>MS-Monitoring/Surveillance<br>EM-Employment<br>FB-Financial/Budgeting<br>FM-Family/Marital<br>ET-Education/Training | |

| DESTINATION | ODOMETER READING | MILES TRAVELED | OTHER EXPENSES | CONTACT CODE | PROBLEM CODE | CASE NUMBER/NAME OF CASE | ACTIVITY AND PERSON CONTACTED |
|---|---|---|---|---|---|---|---|
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| PER DIEM | | | TOTAL MILES TRAVELED | TOTAL OTHER EXPENSES | NUMBER OF MILES FROM HOME TO OFFICE | SIGNATURE OF OFFICER |
|---|---|---|---|---|---|---|
| TIME STARTED | TIME RETURNED | AMT. CLAIMED | AMOUNT CLAIMED FOR MILEAGE | | | |
| | | | | | | |

Date _____ Page ____ of ____

**ADMINISTRATIVE OFFICE OF THE UNITED STATES COURTS**
**TREATMENT SERVICES INVOICE**

**(PART A)**

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

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

_____
Authorized Administrator

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

Date _____ Page _____ of _____

**ADMINISTRATIVE OFFICE OF THE UNITED STATES COURTS**
**TREATMENT SERVICES INVOICE**

**(PART B)**

Subtotal all costs for each client listed below:

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

PROB 46
(Rev. 06/10)

# MONTHLY TREATMENT REPORT

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

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

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

## 8. CONTACTS SINCE LAST REPORT

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

| DATE COLLECTED | Scheduled | | Sample Not Tested | | Drug Use Admitted | | COLLECTED BY | SPECIAL TESTS REQUESTED | TEST RESULTS (Positive/Negative) | Copay (amount collected) |
|---|---|---|---|---|---|---|---|---|---|---|
| | Yes | No | Insuf. Qty. | Stall | No | Yes (specify drug) | | | | |
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## 10. COMMENTS REGARDING CLIENT'S TREATMENT PROGRESS

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

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

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

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

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

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

g. Comments:

h. Overall Progress: ☐ Acceptable ☐ Unacceptable

| SIGNATURE OF COUNSELOR | DATE |
|---|---|
| | |

DISTRIBUTION: ORIGINAL CONTRACTOR

# URINALYSIS LOG

| Date Collected | Client Name | Bar Code | Special Tests | Medications Taken | Collector Initials | Test Results | Date Received |
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*U.S. Government Printing Office: 1993–717.930/61033

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

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

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

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

**K.2 Provision 3-5, Taxpayer Identification - (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) 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 implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) *Taxpayer Identification Number (TIN):*_____
[ ] TIN has been applied for.

[ ] TIN is not required, because:

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

(e) *Type of organization:*
[ ] sole proprietorship;
[ ] partnership;
[ ] corporate entity (not tax-exempt);
[ ] corporate entity (tax-exempt);
[ ] government entity (federal, sate or local);
[ ] foreign government;
[ ] international organization per 26 CFR 1.6049-4;
[ ] *other* _____.

(f) Contractor representations.

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

[]Women Owned Business
[]Minority Owned Business (if selected then one sub-type is required)
[]Black American Owned
[]Hispanic American Owned
[]Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)
[]Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)
[]Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
[]Individual/concern, other than one of the preceding.

SECTION L. INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS

## L.1. GENERAL INSTRUCTIONS FOR PROPOSALS

### A. Request for Proposals

This Request for Proposal consists of Sections A through M.

**Section A - Solicitation/Offer/Acceptance Form, AO 367**

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

(1) Block 8, as instructed on the form.
(2) Block 9, discount for prompt payment.
(3) Block 10, acknowledgment of amendments.
(4) Block 11, name and address of offeror.
(5) Block 12, telephone number.
(6) Block 13, name and title of person authorized to sign the offer.
(7) Block 14, signature of offeror,
(8) Block 15, date signed.

**NOTE: The signature of the original and additional copies must contain original signatures of the offeror in this block.**

**Section B - Submission of Prices**

(1) **Services**

This solicitation covers only those service items for which the Government has inserted an "X" next to the Project Code in Section B. The offeror must provide a response to every requested service item.

(2) **Prices**

The prices submitted must reflect the requirements of the Statement of Work for each project code requested as well as all terms and conditions of the contract that relate to that service item.

(3) **Acceptable Responses**

(a) **Unit Price**

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

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

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

(c) **Subcontracting**

For service items that the offeror will be subcontracting, the offeror shall insert the letter "S" following the price inserted in the Unit Price column. Services referred to another vendor shall be considered subcontracting and shall require the "S" designation.

(4) **Estimated Monthly Quantity**

The figures provided in the Estimated Monthly Quantity column of Section B are estimates of the frequency that the services will be required. These figures are estimates only and the government is not bound to meet these estimates.

**Proposal Submission**

By submission of a signed proposal (including the submission of the Certification of Compliance (Attachment A) described below), the offeror is agreeing to comply with all requirements, terms, and conditions of this solicitation and any resultant agreement or contract.

Note: The offeror is not required to submit solicitation sections C, D, E, F, G, H, and I as part of its proposal.

**Section K - Representations, Certifications, and Other Statements of Offeror**

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

The Offeror's Statements, Qualifications, and References contained in Attachments A through D to this solicitation document shall be completed and submitted as follows:

**Preparation of Certification of Compliance Statement (Attachment A)**

1. Each offeror shall prepare and submit as part of its offer a CERTIFICATION OF COMPLIANCE STATEMENT in which the offeror certifies that it will provide the mandatory requirements stated in Sections C, E, F and G and comply with terms and conditions of the RFP. If the offeror is proposing subcontractor(s) to perform any services, the offeror shall identify the proposed subcontractor(s) and submit separate certification statements from each subcontractor that certifies that they will provide services in compliance with the requirements of the RFP.

**Preparation of Background Statement (Attachment B)**

1. Each offeror shall prepare and submit as part of its offer a separate **BACKGROUND STATEMENT** (see Attachment B) in which the offeror describes its experience in providing the requested contract services.

2. In the **BACKGROUND STATEMENT** the offeror shall:

   a. provide copies of all monitoring reports for the previous 18 months from federal, state and local agencies. If a monitoring report for the previous 18 months is not available, a federal, state, and/or local certificate or letter indicating the vendor has a satisfactory or higher rating is acceptable. To be considered technically acceptable a vendor must have received ratings of satisfactory or higher.

   b. state expressly each location at which the offeror intends to provide services in response to this solicitation. Describe the physical facility(s) (interior and exterior) at which services will be provided. The description shall be in such detail to determine that the offeror has complied with the mandatory requirements of Section E of this solicitation document.

   c. include copies of all state or local licenses including all building inspection reports for the preceding 18 months, and/or state certifications where appropriate.

d. include copies of compliance with all federal, state and local fire, safety and health codes.

3. By submitting the **BACKGROUND STATEMENT** the offeror warrants that all information contained therein is correct and accurately reflects the offeror's ability to perform.

**Preparation of Staff Qualifications - (Attachment C)**

The offeror shall prepare and submit the OFFEROR'S STAFF QUALIFICATION FORM (see Attachment C) for all staff performing services under any resultant contract. The offeror shall include the name, title, duties, education, experience, and credentials (licenses and certifications) for all proposed staff members who will be performing services under any resultant agreement. In addition, the offeror shall certify that no proposed staff members are under investigation for or charged with a criminal offense and/or under pretrial, probation, parole, mandatory release or supervised release (federal, state, or local). The Offeror shall also certify that no proposed staff members have been convicted of any sexual offense (including but not limited to child pornography offenses, child exploitation, sexual abuse, rape, or sexual assault) or are required under federal, state or local law to register on the Sexual Offender registry.

**Preparation of Offeror's References - (Attachment D)**

The offeror shall provide three references (Federal State, or local government agencies and/or private organizations), using Attachment D, for whom the offeror has provided treatment and other services identified in this RFP within the past 3 years. Provide the name and address for each reference, as well as a contact person and phone number. The government reserves the right to contact any reference and consider the information provided as part of its responsibility determination.

**Sections L - Instructions, Conditions and Notices to Offerors, and M - Evaluation Criteria**

Sections K, L and M contain information and instructions and do not become part of any resultant agreement.

**L.2. Provision 3-100, Instructions to Offerors - (APR 2011)**

(a) *Definitions* As used in this provision:

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the contracting officer's discretion, result in the offeror being allowed to revise its offer.
"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
"Offer modification" is a change made to an offer before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.
"Offer revision" is a change to an offer made after the solicitation closing date, at the request of or as allowed by a contracting officer as the result of negotiations.
"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period will include the next working day.

(b) *Amendments to solicitations* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of offers*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, offers and modifications to offers shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers shall ensure that the offer is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the offer shall show:

(i) the solicitation number;
(ii) the name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
(iii) a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
(iv) names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the judiciary in connection with this solicitation; and

(v) name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of offers*

(i) Offerors are responsible for submitting offers, and any modifications or revisions, so as to reach the judiciary office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated judiciary office on the date that offer or revision is due.

(ii) (A) Any offer, modification, or revision received at the judiciary office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the contracting officer determines it is in the judiciary's best interest, the contracting officer determines that accepting the late offer would not unduly delay the procurement, and:

(1) if it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the judiciary infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(2) there is acceptable evidence to establish that it was received at the judiciary installation designated for receipt of offers and was under the judiciary's control prior to the time set for receipt of offers; or

(3) it is the only offer received.

(ii) (B) However, a late modification of an otherwise successful offer that makes its terms more favorable to the judiciary, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the judiciary installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of judiciary personnel.

(iv) If an emergency or unanticipated event interrupts normal judiciary processes so that offers cannot be received at the office designated for receipt of offers by the exact time specified in the solicitation, and

urgent judiciary requirements preclude amendment of the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal judiciary processes resume.

(v) Offers may be withdrawn by written notice received at any time before award. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the JP3 Provision, "Facsimile Offers." Offers may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit offers in response to this solicitation in English and in U.S. dollars.

(6) Offerors may submit modifications to their offers at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised offers only if requested or allowed by the contracting officer.

(8) Offers may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the contracting officer.

(d) *Offer expiration date* Offers in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data* Offerors that include in their offers data that they do not want disclosed to the public for any purpose, or used by the judiciary except for evaluation purposes, shall:

(1) Mark the title page with the following legend:

This offer includes data that shall not be disclosed outside the judiciary and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose

other than to evaluate this offer. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the judiciary shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the judiciary's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this offer.

(f) *Contract award*

(1) The judiciary intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The judiciary may reject any or all offers if such action is in the judiciary's interest.

(3) The judiciary may waive informalities and minor irregularities in offers received.

(4) The judiciary intends to evaluate offers and award a contract without discussions with offerors (except clarifications). Therefore, the offeror's initial offer shall contain the offeror's best terms from a cost or price and technical standpoint. The judiciary reserves the right to conduct discussions if the contracting officer later determines them to be necessary. If the contracting officer determines that the number of offers that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the contracting officer may limit the number of offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers.

(5) The judiciary reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.

(6) The judiciary reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the judiciary's best interest to do so.

(7) Exchanges with offerors after receipt of an offer do not constitute a rejection or counteroffer by the judiciary.

(8) The judiciary may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the judiciary.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.

(11) The judiciary may disclose the following information in post award debriefings to other offerors:

(i) the overall evaluated cost or price and technical rating of the successful offeror;

(ii) the overall ranking of all offerors, when any ranking was developedby the judiciary during source selection;

(iii) a summary of the rationale for award; and

(iv) for procurement of commercial items, the make and model of the item to be delivered by the successful offeror.

SECTION M. EVALUATION FACTORS FOR AWARD

**1. Basis for Award**

Selection of vendors with whom the Probation/Pretrial Services Office will establish BPA's will be based on technical acceptability and the lowest price to the Government. If the solicitation document identifies that BPA's will be established with a specified number of vendors, the selection of technically acceptable vendors shall be based on price. For example, if a solicitation document identifies that 4 to 6 vendors are needed to provide services and 10 vendors are determined to be

technically acceptable, awards will be made to no more than 6 of the lowest priced vendors.

**2. Evaluation of Proposals**

a. To be acceptable and eligible for evaluation, proposals shall be prepared in accordance with the instructions given in Sections B and L of this solicitation document.

b. By submission of a proposal, the offeror accepts all the terms and conditions of the RFP. Proposals that take exception to the terms and conditions will be determined technically unacceptable and the offeror will be so advised.

c. Proposals will be evaluated to be considered Technically Acceptable using the following Pass/Fail Criteria. To determine that the offeror has met the following criteria, each proposal shall be evaluated to determine that every individual requirement has been met.

**3. Pass-Fail Criteria**

The following criteria address the offeror's agreement to perform and comply with all the mandatory service requirements set forth in the Request For Proposals. Offerors who do not meet these requirements will be deemed to be technically unacceptable and will receive no further consideration. The offeror(s) will be so advised. Proposed subcontractor personnel qualifications and facilities will be evaluated and considered in the determination of the offeror's technical acceptability. The review of the criteria shall be based on the Offeror's Technical Proposal, which contains the Offeror's , Certification of Compliance, Offeror's Background Statement, the Offeror's Staff Qualifications and the Offeror's References. Each of these shall demonstrate how the offeror will perform/meet the requirements of the RFP.

**MANDATORY REQUIREMENTS:**

(a) Did the Offeror submit a statement certifying that it will provide the mandatory requirements stated in Sections C, E, F and G and all services in strict compliance with the requirements, terms, and conditions of the RFP. This requirement includes submission of compliance statements for each subcontractor that will be providing services.

YES or NO

**PAST PERFORMANCE**

(a) Did the Offeror provide copies of all federal, state and local monitoring reports, letters, and/or federal, state, and local certificates for the previous 18 months?

YES or NO

(b) Monitoring reports, letters, and/or certificates are rated at least "satisfactory" or "pass" regarding performance.

OR

If any monitoring report completed for the previous 18 months was rated less than "satisfactory," the deficiencies were corrected as documented on the subsequent monitoring report, resulting in the subsequent report being rated "satisfactory."

YES or NO

**SITE(S) AT WHICH SERVICES ARE PROVIDED:**

(a) Offeror's (and any proposed subcontractor) site(s) at which services will be provided is located in catchment area.

YES or NO

(b) Offeror has current required state and/or local operating license(s).

YES or NO

(c) Offeror has provided copies of compliance with all federal, state and local fire, safety, and health codes.

YES or NO

**STAFF QUALIFICATIONS:**

(a) Offeror (and any proposed subcontractor) meets all minimum staff requirements listed in Section C of the RFP.

YES or NO

(b) The Offeror's Staff Qualifications Statement certified that no staff member(s) (including proposed

subcontractor staff) providing services under this Agreement are under investigation for or charged with a criminal offense and/or under pretrial, probation, parole, mandatory release or supervised release.

YES or NO

(c) The Offeror's Staff Qualifications Statement certified that no staff member(s) (including proposed subcontractor staff) providing services under this Agreement have been convicted of any sexual offense (including but not limited to child pornography offenses, child exploitation, sexual abuse, rape, or sexual assault) or are required under federal, state or local law to register on the Sexual Offender registry.

YES or NO

**ON-SITE VISITS**

On site visits will be conducted for those offerors whose proposals are determined technically acceptable based on the above stated criteria and meet the lowest price requirement. On sites will be conducted to verify the offeror's facility complies with the requirements of the RFP. There will be on-site evaluations for all subcontractors providing services.

(a) Offeror's (and any proposed subcontractors) facility meets requirements listed in Statement of Work

YES or NO

**4. Evaluation of Price**

The Government will determine Total Evaluated Price for required services by using the following formula:

(a) Determining Total Evaluated Price - Multiply the Estimate Monthly Quantity (EMQ) by 12 months to get a Yearly Quantity. Multiply that figure by the Unit Price offered to arrive at the Total Evaluated Price for that service item. Yearly prices of service items are totaled to arrive at Total Evaluated Price for each offeror.

(b) Service items that are offered at "N/C" or No Charge, will be evaluated in the Life of Agreement comparison by entering $0.00 for the unit price.

(c) Service items that are reimbursable at actual prices or at a travel regulation rate are not considered in the price comparison.

(d) Service items not marked as required services will not be evaluated or considered.

(e) Total Evaluated Price (TEP) shall be rank ordered to show the lowest TEP.

**5. Provision 2-85A Evaluation Inclusive of Options (JAN 2003)**

(a) The judiciary will evaluate offers for purposes of award by adding the total **price** for all options to the total price for the basic requirement. Evaluation of options does not obligate the judiciary to exercise the option(s).

(b) Any offer that is materially unbalanced as to prices for basic and option quantities may be rejected. An unbalanced offer is one that is based on prices significantly less than cost for some work and prices that are significantly overstated for other work.

**6. Clause 3-70 Determination of Responsibility (JAN 2003)**

A determination of responsibility will be made on the apparent successful offeror prior to contract award. If the prospective contractor is found non-responsible, that offeror will be rejected and will receive no further consideration for award. In the event a contractor is rejected based on a determination of non-responsibility, a determination will be made on the next apparent successful offeror.

## ACCEPTANCE CRITERIA FOR DELIVERABLE(S)

**Attachment A**

### OFFEROR'S NARRATIVE STATEMENT

As required in Section 1.5, Preparation of Narrative Statement, the offeror shall prepare a Narrative Statement below (attach pages as needed labeled as subsets of this Attachment number).

**Attachment B**

# OFFEROR'S BACKGROUND STATEMENT

As required in Section 1.5, Preparation of the Background Statement, the offeror shall prepare a Background Statement below (attach pages as needed labeled as subsets of this Attachment number).

**Attachment C**

## OFFEROR'S STAFF QUALIFICATIONS

As required in Section 1.5, Preparation of Staff Qualifications, the Offeror shall prepare and submit below, (attach pages as needed labeled as subsets of this attachment number), for all staff performing services under any resultant Agreement, including licenses and certification and identifying any staff members that are under pretrial services, probation or supervised release supervision. If resumes are submitted they should reflect the duties and responsibilities with the offeror. The offeror shall complete the certification section below.

NAME TITLE DUTIES EDUCATION EXPERIENCE CERTIFICATION

CERTIFICATIONS

□ I certify herein that no proposed staff members are under investigation for or charged with a criminal offense and/or under pretrial, probation, parole, mandatory release or supervised release (federal, state, or local).

□ I certify herein that no proposed staff members have been convicted of any sexual offense (including but not limited to child pornography offenses, child exploitation, sexual abuse, rape, or sexual assault) or are required under federal, state or local law to register on the Sexual Offender registry.

SIGNATURE: _____ DATE: _____

**Attachment D**

# OFFEROR'S REFERENCES

As required in Section 1.5, the Offeror shall provide the name and address for each reference including a contact person and the telephone number.