AO 367
(Rev. 3/24)

SECTION A	**SOLICITATION / OFFER / ACCEPTANCE**

1. Solicitation No. **0973-25-19**	2. Date Issued **07/16/2024**	3. Award No.
4. Issued By: **Erik Cisneros** **erik_cisneros@cacd.uscourts.gov**	5. E-mail Address Offer To (if other than Item 4):	

SOLICITATION

6. Proposals for furnishing the required services listed in Section B will be received electronically via the e-mail address(es) specified in Item 4 or 5
until **04:00 PM** local time **08/16/2024**
(hour) *(date)*

7. For Information call: a. Name **Jeannette Gonzalez**	b. Telephone **(714) 338-2925**

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OFFER

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

9. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52-232-8)*	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %

10. ACKNOWLEDGEMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

11. NAME AND ADDRESS OF OFFEROR	16. ☐ AWARD Your offer on Solicitation Number ________________________ , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets.
12. Telephone No. (Include area code)	
13. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*	17A. NAME OF CONTRACTING OFFICER
	17B. UNITED STATES OF AMERICA
14. Signature	15. Offer Date

BY ________________________________ *(Signature Of Contracting Officer)*	17C. DATE SIGNED

SECTION B - SUPPLIES OR SERVICES AND OFFEROR'S PRICES

The United States District Court for the Central District of California is soliciting a vendor to provide substance use, mental health, and/or sex offender treatment services. A vendor must be capable of providing services within a geographic area encompassing Riverside and San Bernardino Counties.

As a result of this solicitation the Government intends to enter into a Blanket Purchase Agreement (BPA). For this BPA, approximately 1 to 2 vendors are needed to provide the required services. The Government reserves the right to award to a single vendor. If the Government awards to more than one vendor, each vendor placed on the BPA will receive a share of the total quantity of Estimated Monthly Quantities stated.

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 Probation/Pretrial Services Office and the vendor’s acceptance of the referral. In the event the Government has awarded to more than one vendor on a BPA, 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 four 12-month options, shall not exceed 60 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. An asterisk ***** indicates a requirement line item which has been modified under “Local Services.” Offerors shall submit pricing and proposal information related to only the required services. Services proposed, but not required, will not be evaluated or included under any resultant agreement. Offerors failing to provide pricing on all identified project codes (with the exception of actual cost or administrative fees), will be considered technically unacceptable.

Note: the fiscal year for the federal Government begins on October 1 of one calendar year through September 30 of the next. Pricing shall include the base fiscal year, as well as pricing for each fiscal option year.

Note: Estimated Monthly Quantities (EMQs) represent the estimated total monthly quantities to be ordered per project code. However, EMQ’s are estimates only and do not bind the government to meet these estimates.

RESIDENTIAL PLACEMENT:

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE
X *	1001	Therapeutic Community Treatment	**Base Year**	110	
			Option Year 1	112	
			Option Year 2	114	
			Option Year 3	116	
			Option Year 4	118	
				Unit: per day	

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE
X	2001	Short-Term Residential Treatment	**Base Year**	1	
			Option Year 1	1	
			Option Year 2	1	
			Option Year 3	1	
			Option Year 4	1	
				Unit: per day	

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE
X	2002	Long-Term Residential Treatment	**Base Year**	1	
			Option Year 1	1	
			Option Year 2	1	
			Option Year 3	1	
			Option Year 4	1	
				Unit: per day	

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE
X	1503	Confined Treatment Alternative	**Base Year**	1	
			Option Year 1	1	
			Option Year 2	1	
			Option Year 3	1	
			Option Year 4	1	

Unit: per day

TRANSPORTATION FOR CLIENTS:

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE
X	1201	Administrative Fee	**Base Year**	Unknown	5% of amount distributed under pc 1202
			Option Year 1	Unknown	
			Option Year 2	Unknown	
			Option Year 3	Unknown	
			Option Year 4	Unknown	

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE
X	1202	Client Transportation Expenses	**Base Year**	Unknown	Actual cost
			Option Year 1	Unknown	
			Option Year 2	Unknown	
			Option Year 3	Unknown	
			Option Year 4	Unknown	

CONTRACTOR'S LOCAL TRAVEL:

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE
X	1401	Contractor's Local Travel by Vehicle	**Base Year**	Unknown	Actual cost
			Option Year 1	Unknown	
			Option Year 2	Unknown	
			Option Year 3	Unknown	
			Option Year 4	Unknown	

PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE

X	1402	Contractor's Local Travel by Common Carrier	**Base Year**	Unknown	Actual cost
			Option Year 1	Unknown	
			Option Year 2	Unknown	
			Option Year 3	Unknown	
			Option Year 4	Unknown	
				Unit: unknown	

CLIENT REIMBURSEMENT/COPAYMENT:

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE
X	1501	Administrative Fee	**Base Year**	Unknown	5% of fees collected by vendor
			Option Year 1	Unknown	
			Option Year 2	Unknown	
			Option Year 3	Unknown	
			Option Year 4	Unknown	

SECTION C. DESCRIPTION/STATEMENT OF WORK

PROVISION OF SERVICES

The United States Probation and Pretrial Services Office (hereafter USPO/USPSO) shall provide a Probation Form 45 for each defendant/person under supervision that authorizes the provision of services. The vendor shall provide services strictly in accordance with the Probation Form 45 for each defendant/person under supervision. The Judiciary shall not be liable for any services provided by the vendor that have not been authorized for that defendant/person under supervision in the Probation Form 45. The United States Probation or Pretrial Services Officer may provide amended Probation Form 45's during treatment. The United States Probation/Pretrial Services Office will notify the vendor in writing via Probation Form 45 when services are to be terminated and the Judiciary shall not be liable for any services provided by the vendor subsequent to the written notification.

INTRODUCTION

A. Pursuant to the authority contained in 18 U.S.C. § 3154, and 3672, contracts or Blanket Purchase Agreements may be awarded to provide services for defendants/persons under supervision who are drug-dependent, alcohol-dependent, and/or suffering from a psychiatric disorder. Such services may be provided to federal defendants/persons under supervision supervised by the USPO/USPSO, under the terms of this agreement. The vendor shall submit separate invoices for services provided to the referring agency (USPO or USPSO).

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

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

C. The judiciary will refer defendants/persons under supervision on an "as needed basis" and makes no representation or warranty that it will refer a specific number of persons to the vendor for services.

DEFINITIONS

A. **"Judiciary"** means United States Government.
B. **"Authorized representative"** means any person, persons, or board (other than the contracting officer and Chief Probation Officer/Chief Pretrial Services

Officer) authorized to act for the head of the agency.

C. **“Contracting Officer”** (i.e. CO) means the duly authorized representative to execute this Agreement on the behalf of the Judiciary, and any other successor Contracting Officer who has responsibility for this agreement. The term includes, except as otherwise provided in this Agreement, the authorized representative of a Contracting Officer acting within the limits of their written authority.

D. **“Defendant/Person Under Supervision”** means any pretrial releasee, probationer, parolee, mandatory releasee, mandatory parolee, or supervised releasee receiving drug/alcohol testing and/or substance use assessment/treatment, mental health assessment/evaluation/treatment, and or sex offense specific evaluation/treatment/testing while under the supervision of the Federal Probation or Pretrial Services Office. Hereinafter, the term defendant applies to those on pretrial supervision, whereas person under supervision applies to those on post-conviction supervision.

E. **“U.S. Probation Officer”** (i.e., USPO) and **“U.S. Pretrial Services Officer”** (i.e., USPSO) means an individual appointed by the United States District Court to provide pretrial, presentence and supervision (pre and post sentence) services for the court. USPO and USPSO refers to the individual responsible for the direct supervision of a defendant/person under supervision receiving drug/alcohol testing and/or substance use assessment/treatment, mental health assessment/evaluation/treatment, sex offense specific evaluation/treatment/testing, and/or specialized treatment for pretrial defendants charged with a sex offense.

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

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

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

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

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

K. **“Monthly Sign-In Log”** is a document the vendor will use for each defendant/person under supervision to verify services are being offered/provided per Probation Form 45 requirements. The Monthly Sign In Log includes a place for defendant/person under supervision to sign for services based on project code, with a time in/out, vendor initials, co-payment received, and comments (to include a comment if the defendant/person under supervision failed to report, if no services were provided/received within the month, and if telehealth was provided including the means in which the session was provided (teleconference, video conference, internet). This document accompanies the monthly invoice.

L. **“Case Staffing Conference”** is a meeting between the Officer and the vendor to discuss the needs and progress of the defendant/person under supervision. The defendant/person under supervision may or may not be present at the conference.

M. **"DSM"** is the Diagnostic and Statistical Manual of Mental Disorders.

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

O. "**PMD**" is the Procurement Management Division at the Administrative Office of the U.S. Courts.

P. **"PCRA"** means the Post-Conviction Risk Assessment, which is an assessment administered by the USPO with the person under supervision used to determine risk level, identify dynamic risk factors (criminogenic needs) and criminal thinking. A copy of the PCRA interpretation report with the identified risk level should be provided to the treatment provider with the referral for services.

Q. "**Criminogenic Risk"** includes factors in a person under supervision's life that are directly related to recidivism. The most significant are Cognitions, Alcohol and Drugs, Employment/Education, Social Networks and Criminal History.

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

MANDATORY REQUIREMENTS

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

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

1. Residential Placements

The vendor shall provide at the daily per diem rates stated in Section B, the following services. The CO shall include a local service requirement which defines whether the required residential placement services will be specifically for males, females, or both. It should be noted there are a few instances wherein the defendant/person under supervision may not report as directed for residential placement. In the event of a no-show for residential placement, the vendor shall not invoice unless in person services were provided.

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

Occurring Disorders (6002):

(1) Per diem rates include room and board, assessment, counseling/therapeutic services, drug testing, physical examination and blood and urine specimen collection.
(2) For invoicing purposes per diem rates are calculated based on the following:
  a. A calendar day unit (midnight to midnight) for continuous placement of over 24 hours; and
  b. Is prorated/calculated as one-fourth of a calendar day for (1) six hours or less, or (2) when a defendant/person under supervision is absent from contractor's facility without USPO/USPSO's or vendor's permission for over twenty-four (24) hours.

Example:
Assume a per diem rate of $100.00. Defendant/person under supervision entered a residential facility at 7:00 p.m. on Day 1 and was discharged from the facility at 7:00 a.m. on Day 3.

	Time Spent	**Charge**
Day 1	.25 units	$25.00
Day 2	1 unit	$100.00
Day 3	.5 units	$50.00

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

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

(2) **Short-term Residential Treatment (2001)** is for defendants/persons under supervision needing a heightened level of structure and support for achieving abstinence. Services provide 24-hour, 7 days a week accommodation and should not exceed 90 days, unless approved by CO. Short-term Residential treatment facilities provide highly structured environment that incorporates protective oversight, counseling, drug testing, and other approaches that involve cooperative living for people receiving treatment. The defendant's/persons under supervision's progress shall be monitored and reported to the USPO/USPSO at least every 30 days.

(3) **Long-term Residential Treatment (2002)** is for defendants/persons under supervision.

needing a-heightened level of structure and support for achieving abstinence. Services provide 24-hour, 7 days a week accommodations and should not exceed 270 days (9 months) unless approved by CO. Long-term Residential Treatment facilities provide a highly structured environment that incorporates protective oversight, counseling, drug testing, and other approaches that involve cooperative living for people receiving treatment. The defendant's/person under supervision's progress shall be monitored and reported to the USPO/USPSO every 30 days.

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

The vendor shall provide:

(1) A typed **transitional care plan** report in accordance with Vendor Reports under section f(3) for each defendant/person under supervision upon termination of the residential period for **Therapeutic Community Treatment (1001); Short-term Residential Treatment (2001); Long Term Residential Treatment (2002); Short-term Residential Treatment for Co-Occurring Disorders (6001); and/or Long-Term Residential Treatment for Co-Occurring Disorders (6002); and Confined Treatment Alternative (1503).**

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

All residential, housing and inpatient services listed above shall be provided at facilities currently in good standing with licensure and/or accreditation requirements as outlined in state regulatory requirements in which they are located and are in compliance with the

Residential Facility Requirements (below). Vendors shall provide the USPO/USPSO eligibility and admission criteria bearing in mind the vendor shall not deny access to services solely based on the defendant's/person under supervision's current participation in medication-assisted treatment (MAT), medical condition, disability, religion, ethnic origins or criminal record.

a. **Defendant/Person under supervision Information**

Upon admission to the facility, a comprehensive intake shall be completed which includes the individual's legal name, date of birth, referral source and contact information, ethnicity, preferred language for services, permanent address, emergency contact-relationship-phone number, known medical conditions and allergies, current medications, dietary restrictions and religious preferences. The vendor shall immediately notify the USPO/USPSO, or follow other notification protocol outlined by the CO, if the defendant/person under supervision leaves the treatment facility without proper authorization, fails to report for scheduled treatment, or any factors that may increase seen or unforeseen risk to the individual and/or the public. Within 24 hours, the vendor shall report programmatic rule violations and behaviors associated with court noncompliance.

b. **Staff Qualifications**

The vendor shall:

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

(2) Use volunteers only at the discretion of the CO;

(3) Keep written position descriptions that accurately describe current duties for all staff performing services under this agreement;

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

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

(6) Have counselors that are in good standing as licensed and certified to-provide substance use treatment as defined by their state's regulatory board and/or accrediting agency; and

(7) Only use paraprofessionals under the supervision of a staff member who

meets the requirements described in item 6 above, and after obtaining the approval of the CO.

c. **Code Compliance**

The vendor shall:

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

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

d. **Sleeping and Bathroom Facilities**
The vendor shall:

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

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

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

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

e. **Emergency Plans**

The vendor shall:

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

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

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

f. **Safety Precautions**

The vendor shall provide:

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

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

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

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

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

(6) Fire inspections and testing of fire equipment by the equipment representative conducted at least semiannually.

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

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

g. **General Food Service**

The vendor shall:

(1) Plan diets according to physician's requirements, if applicable.

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

(3) Provide daily reasonable food selections.

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

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

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

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

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

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

i. **Vendor Meals Served in Restaurants**

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

j. **Emergency Medical Service**

The vendor shall:

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

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

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

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

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

The vendor shall provide:

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

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

(3) A treatment plan (in accordance with Vendor Reports under section f(1)) is created with the defendant/person under supervision within five (5) days of admission to the program and submitted to the USPO/USPSO, and re-evaluated at least every 30 days. The plan shall be designed to reduce the specified symptoms or impairment such that the defendant/person under supervision is able to function effectively in a lower level of care.

NOTE: The vendor shall follow notification protocols outlined in this Statement of Work under Notifying USPO/USPSO of Defendant/Person Under Supervision Behavior.

3. Defendant/Person under supervision Transportation

The vendor shall provide:

a. **Defendant/Person under supervision Transportation Expenses (1202)** for defendant/person under supervision transportation to and from treatment facilities:

(1) For eligible defendants/person under supervision who the USPO/USPSO determines are unemployed or unable to pay transportation prices,
(2) That the USPO/USPSO authorizes and approves, **and**
(3) That does not exceed the price of public transportation via the most direct route. If public transportation is not available, the vendor must seek prior approval from the CO for reimbursement of alternative means of transportation.

Note: The vendor may charge an **Administrative Fee (1201)** of five (5) percent of the monthly funds distributed under **Defendant/Person under supervision Transportation Expenses (1202)**.

4. Vendor Local Travel:

The vendor may invoice for:

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

    (1) Reimbursement at actual price.
    (2) Documentation of the number of miles traveled (e.g. web based mapping print-out)

submitted with the invoice.

b. **Vendor's Local Travel by Common Carrier (1402)** for vendor travel to provide services to defendants/persons under supervision. The vendor shall utilize the most-economical travel method available. Note: the vendor is not authorized to utilize government travel rates.

    (1) Any such travel must first be authorized by the CO to include the type of travel: train, bus, lowest airfare possible, and must utilize most-economical travel method and provide evidence of the same;
    (2) Reimbursement at actual price based on documentation of receipt(s) provided with invoice.

5. **Defendant/Person under supervision Reimbursement and Co-Payment**

The vendor shall:

a. Collect any co-payment authorized on the Probation Form 45 and deduct any collected co-payment from the next invoice to be submitted to the judiciary (note that co-payment cannot exceed the cost of the service provided);

b. Accept more than one co-payment type (e.g. check, credit card, cash, cashier's check, web-based transactions, etc.).

c. Provide bills and receipts for co-payments to defendants/persons under supervision. Receipts shall be provided to the defendant/person under supervision at the time of payment collection. 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;

d. Document within the Monthly Sign-In Log any co-payment received or whether the expected co-payment was not provided;

e. In conjunction with submission of invoices, provide an outstanding co-payment due report itemizing the total amount outstanding per defendant/person under supervision.

f. Reimburse the Judiciary as directed in Section G.

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

6. **General Requirements**

a. **Defendant/Person under supervision Records and Conferences**

(1) File Maintenance

The vendor shall:

(a) Maintain a secure filing system of information on all defendants/persons under supervision to whom the vendor provides services under this contract/agreement. If information is maintained electronically, the vendor shall provide access to all files available for review (format shall be specified by the CO, e.g. paper copy, flash drive, electronic access, etc.) immediately upon request of the CO.

(b) If maintaining paper files, separate defendant/person under supervision files from other vendor records. This will facilitate monitoring and promote defendant/person under supervision confidentiality.

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

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

(e) Keep all defendant/person under supervision records for three years after the final payment is received for Judiciary inspection and review, **except** for litigation or settlement of claims arising out of the performance of this agreement, which records shall be maintained until final disposition of such appeals, litigation, or claims. Note: this requirement is not in lieu of the vendor following other local/state/federal record retention requirements.

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

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

b. **Disclosure**

The vendor shall:

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

(2) Obtain defendant's/person under supervision'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/person under supervision records upon request of the USPO/USPSO or designee to the USPO/USPSO or designee.

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

(5) Disclose defendant/person under supervision records only in accordance with 42 C.F.R. Part 2, and 45 C.F.R. § 160.201 to 205 and Part 164 (even if the vendor is not otherwise subject to 45 C.F.R. § 16.201 to 205, and Part 164). Should the vendor disclose records to someone other than the person receiving services, the vendor shall timely notify 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 defendants. "Pretrial services information," as defined by the "Pretrial Services Confidentiality Regulations," is "any information, whether recorded or not, that is obtained or developed by a pretrial services officer (or a probation officer performing pretrial services duties) in the course of performing pretrial services." Pretrial Services Confidentiality

Regulations, §2.A. Generally, any information developed by an officer performing pretrial services that is shared with the vendor will be confidential pretrial services information. Only a judicial officer or a Chief USPO/USPSO may authorize disclosure of pretrial services information to a third party pursuant to the Pretrial Services Confidentiality Regulations. Any doubts about whether a potential disclosure concerns pretrial services information must be resolved by consultation with the USPO/USPSO.

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

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

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

Note: The vendor is responsible for providing any necessary consent forms that federal, state or local law requires.

c. **File Content**

The vendor's file on each defendant/person under supervision shall contain the following records:

(1) **Chronological Notes** that:

(a) Record all significant contacts (e.g., in person, by telephone, or any other form of protected electronic communication) with the defendant/person under supervision including USPO/USPSO and others. Records shall document all notifications of absences and any apparent conduct violating programmatic rules and/or seen or unforeseen risk to the individual and/or the public.

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

(c) Notes could include sessions attended, topics covered during sessions, defendant's/person under supervision's participation, clinical goals of treatment, the methods/methodologies and/or type of therapy used, changes in treatment, the defendant's/person under supervision's observed progress, or lack thereof, toward reaching the goals in the treatment records. Specific achievements, failure to attend, failed assignments, rule violations and consequences given should be recorded.

(d) Are current and available for review by the USPO/USPSO or CO and by the Probation and Pretrial Services Office (PPSO) at the Administrative Office.

(e) Chronological notes shall be legible, dated and signed/electronically certified by the practitioner, to include the practitioner's licensure/credentials.

(2) Probation Form 45 and **Amended Probation Form 45** that:

(a) The USPO/USPSO prepares which identifies vendor services to be provided to the defendant/person under supervision and billed to the Judiciary under the terms of agreement, and any required co-payments. Note: the Judiciary is not required to reimburse for any services that were not authorized on the Probation Form 45, or any services provided in excess of services authorized.

(b) USPO/USPSO shall amend the 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) **Authorization to Release Confidential Information** that:

(a) The defendant/person under supervision and USPO/USPSO and/or other witness sign prior to the defendant's/person under supervision's first appointment with the vendor.

(b) The vendor shall have a signed release of information before releasing any information regarding the defendant/person under supervision or the defendant's/person under supervision's treatment and progress to the USPO/USPSO**.**

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

(a) Along with the monthly invoice, is submitted for the month for which the vendor is invoicing, with one Monthly Sign-In Log per defendant/person under supervision.

- (b) Includes all defendant's/person under supervision's scheduled contacts during the month (per project code), to include notation/comment indicating any failure to report on scheduled dates, or when service was provided via telehealth.
- (c) Defendant/person under supervision shall sign-in upon arrival to include the time in and time out of service with the vendor initialing to verify accuracy of time in/time out.
- (d) Documents any defendant's/person under supervision's co-payment, and
- (e) USPO/USPSO or designee uses to certify the monthly invoice.
- (f) For residential placements, only required to obtain defendant/person under supervision signature on first and last day of placement.

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

(5) **Urinalysis Testing Log** (if applicable) that:

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

(b) Shall record all collected urinalysis specimens and has all applicable sections completed

- (1) Defendant's/person under supervision's name and PACTS number
- (2) Vendor name and agreement #
- (3) Month/Year
- (4) Collection Date
- (5) Defendant's/person under supervision's signature
- (6) Collector's initials
- (7) Bar Code number (if applicable)
- (8) Special tests requested (if applicable)
- (9) Drugs or medication taken
- (10) Test Results (if applicable)
- (11) Co-pay collected (if applicable)

(c) The vendor shall submit for CO approval if vendor Urinalysis Testing Log form differs from the sample form.

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

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

d. **Telehealth**

On a case-by-case basis, telehealth may be authorized to provide services outlined within this Statement of Work. The use of telehealth is authorized only after the vendor and the USPO/USPSO staff the individual defendant's/person under supervision's case, determine they are appropriate for treatment via telehealth, determine which specific services are appropriate via telehealth, and it is approved by the district's contracting officer or designee.

NOTE: The use of telehealth is for the benefit of the Judiciary and not the convenience of the vendor. The use of telehealth is not in lieu of the vendor's ability to provide services in-person when appropriate. This requirement is not in lieu of the provisions which require the vendor (and any proposed subcontractor) to maintain an acceptable facility located within the defined catchment area.

(1) The vendor is authorized to provide specified services via telehealth, which includes providing health care delivery, assessment, diagnosis, consultation, and treatment and the transfer of medical data through interactive audio, video, or electronic/data communications. The vendor must adhere to and meet the same legal, ethical, and confidentiality standards when providing telehealth. The vendor shall also obtain consent of the defendant/person under supervision before the delivery of telehealth services and shall include documentation of the same in the individual's treatment record.

(2) In situations in which more than one person is in attendance, to ensure confidentiality for each session, the vendor shall require that each person verify that they are the only person on that line and that no person who is not part of that treatment group is listening. Each participant will also enter into a confidentiality agreement before being allowed to participate in treatment by telephone.

(3) To verify that services were performed, the vendor shall complete the Monthly Sign- In Log with all necessary information; however, the vendor shall print the defendant's/person under supervision's name within the signature field, and the comment section shall reflect the means in which the session was conducted (i.e. teleconference, video conference, internet).

(4) For de-escalation, if an emotionally charged topic was discussed or the defendant/person under supervision appears emotionally agitated, the vendor shall follow up with additional contact later in the day to ensure that the defendant/person under supervision has successfully de-escalated. The vendor shall also remind the defendant/person under supervision to reach out to their social support system at any time.

e. **Case Staffing Conference**

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

(1) Case staffing with the USPO/USPSO can be conducted in person, by telephone, or any other form of protected electronic communication. When applicable, the case staffing may include the vendor, the defendant/person under supervision, and the officer to clearly define expectations and clinical treatment goals. Communication with the officer should be driven by risk, needs, and responsivity specific to the defendant/person under supervision. Additionally, case staffing shall occur:

  a. A minimum of every 30 days for PCRA high and moderate risk referrals
  b. A minimum of every 30 days, regardless of risk level, for residential treatment placements
  c. A minimum of every 90 days for all other clinical services referrals, and
  d. As requested by the USPO/USPSO.

(2) Case staffing should include, but is not limited to, the following:

  a. The defendant's/person under supervision's motivation for treatment;
  b. Appropriate type and frequency of treatment;
  c. Treatment related goals that are specific, measurable, achievable, relevant and time-bound (SMART goals);
  d. PCRA dynamic risk factors and elevated thinking styles (for USPO referrals);
  e. Responsivity, cultural considerations for service delivery;
  f. Non-compliance with supervision and/or treatment;
  g. Community observation, collateral supports, officer delivered interventions.

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

f. **Vendor Reports (Substance Use, Mental Health, and Sex Offense Treatment Reports)**

The vendor shall submit to the USPO/USPSO, and maintain in the defendant's/person under supervision's file, the following:

(1) A typed **Treatment Plan**, created with the defendant/person under supervision, is submitted at least every 90 days that outlines the following:

  a. Treatment related goals that are specific, measurable, achievable, relevant and time-bound (SMART) goals,
  b. Action steps for the defendant/person under supervision to accomplish the identified treatment goals, to include appropriate type and frequency of treatment;
  c. The defendant's/person under supervision's supportive social networks (e.g. family, friends, peer support, co-workers, etc.),
  d. Medication management plan (when applicable),
  e. Collaboration and coordination for community-based services (when applicable),
  f. Skills to assist in managing known risk and symptoms,
  g. Adaptable skills for self-management,
  h. Recommendation/justification for continued treatment services, and
  i. Signed and dated by the vendor and defendant/person under supervision.

(2) A typed **Transitional Care Plan**, created with the defendant/person under supervision when possible, that is submitted at the conclusion of contract treatment services, but no later than 15 business days after treatment is terminated.

  a. The community is best served when the person under supervision remains drug free, employed, and invested in healthy relationships beyond the period of supervision. Transitioning is defined as the process of moving a person under supervision from contract treatment services to a community-based aftercare program that is managed by the person under supervision. Transitioning from treatment occurs throughout the treatment process to ensure that the person under supervision possesses the tools and community resources necessary to function under decreasing levels of supervision which is monitored by the officer.

  b. The typed transitional care plan shall outline the following:

    1) the reason for concluding contract treatment services, to include unsuccessful discharge and the reasons why unsuccessful,
    2) the defendant's/person under supervision's supportive social networks (e.g. family, friends, peer support, co-workers, etc.),
    3) medication management plan (when applicable),
    4) collaboration and coordination for community-based services (when applicable),

5) acquired skills to assist in managing known risk and symptoms,
6) adaptable skills for self-management,
7) diagnosis and prognosis, and
8) signed and dated by the vendor, and the defendant/person under supervision when possible.

g. **Vendor Testimony**

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

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

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

(ii) in response to a subpoena.

(2) Provide testimony including but not limited to a defendant's/person under supervision's: attendance record; drug test results; general adjustment to program rules; type and dosage of medication; response to treatment; test results; and treatment programs.

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

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

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

h. **Emergency Services and Contact Procedures**

The vendor shall establish, and make available to all defendants/persons under supervision, emergency (24 hours/ 7 days a week) contact procedures (i.e., crisis intervention, schedule changes, local hotlines, and/or situations requiring immediate attention), and provide for emergency services (e.g., after hours staff phone numbers, local hotlines), for times when counselors are not available.

i. Monitoring

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

1) Site inspection,
2) Review of files for content, maintenance, disclosure, testimony, emergency services, case staffing conferences, reports, non-compliance notification, interactions with defendants/persons under supervision, etc. (hard copy or electronic files),
3) Interviews with vendor/staff providing services under the agreement,
4) Interviews with defendants/persons under supervision receiving services,
5) Interviews with USPO/USPSO referring defendants/persons under supervision for services,
6) Observation of group counseling or other services under agreement, and
7) Review of invoices submitted under agreement.

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

In the event of an Unsatisfactory rating, the vendor will be provided a timeframe in which they must complete their Corrective Action Plan. Within five (5) business days of receipt of the monitoring report, the vendor must submit a Corrective Action Plan outlining in detail how the vendor intends to correct the deficiencies within the time frame provided. Upon expiration of the Corrective Action time frame, the CO will complete a memo or letter documenting the vendor's compliance or noncompliance with the required corrective action plan. It should be noted the vendor must be performing at a Satisfactory rating (or a memo of compliance with Corrective Action Plan), in order to exercise an option to renew the agreement. Unsatisfactory performance can result in discontinued use of a vendor.

7. Notifying USPO/USPSO of Defendant/Person under Supervision Behavior

The vendor shall:

a. Notify the USPO/USPSO, or follow other notification protocol outlined by the CO, within 24 hours or as specified in writing by the CO of defendant/person under supervision behavior including but not limited to:

(1) Positive drug or alcohol test results.

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

(3) Attempts or offers of bribery.

(4) Attempts at subterfuge and/or failure to produce a urine specimen for testing (i.e., stall; withholding a specimen or failure to produce a specimen of sufficient quantity for testing).

(5) Failure to appear as directed for any service as authorized on the Probation Form 45, including but not limited to, drug testing (to include urine collection, alcohol test, and sweat patch), evaluation, assessment, counseling session, polygraph testing, medication appointments.

(6) Failure to follow vendor staff direction.

(7) Apparent failure to comply with programmatic rules or conditions of supervision, including but not limited to using drugs or admitting to the use of drugs, association with other persons under supervision or convicted felons, or engaging in criminal conduct.

(8) Any behavior that might increase the risk of the defendant/person under supervision to the community or any specific third party. Behaviors under this subsection shall be immediately reported to the USPO/USPSO and CO.

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

8. Staff Requirements and Restrictions

The vendor shall ensure that:

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

b. After award, persons currently charged with or under investigation for a criminal offense shall not perform services under this agreement nor have access to defendant/person under supervision files unless approved in writing by the CO after consultation with Office of General Counsel and PMD.

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

d. After award, persons with any current disciplinary investigation, restrictions on their licenses, certifications or practice (or those who voluntarily agree to such a restriction) based on negotiations or proceedings with any licensing authority, or whose license has expired, shall not perform services under this agreement nor shall they have access to defendant/person under supervision files unless approved in writing by the CO after consultation with Office of General Counsel and PMD.

e. The vendors and its employees shall:

(1) Adhere to ethical responsibilities as outlined by the professional standards to include but not limited to compromising relationships or sexual relationships with defendants/persons under supervision and probation or pretrial services staff, conflicts of interest, privacy and confidentiality, access and disclosure of confidential records, sexual harassment, and derogatory language.

(2) Not employ, contract, or pay any defendant/person under supervision, defendant's/person under supervision's firm or business, or currently employed Judiciary employees to do any work for the vendor related to services delivered as part of this agreement (to include the vendor's facilities or personally).

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

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

f. Within three business days, the vendor shall notify the CO in writing of any staff changes. For any new staff, the vendor shall submit a Staff Qualifications Statement (Section J Attachment) for each new staff member added under the agreement.

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

9. **Facility Requirements:**

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

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

10. The vendor shall comply with all applicable state, federal and local laws and regulations when performing services required under this contract or agreement. Failure to do so may result in immediate termination and subject the vendor to civil and/or criminal penalties.

11. **Local Services**

NOTE: When an asterisk (*) is indicated in Section B for a project code, the vendor shall comply with additional requirements as outlined below.

RESIDENTIAL PLACEMENT

* 1001
Services must be provided for male and female defendants/persons under supervision.

SECTION D. PACKAGING AND MARKING

NOT APPLICABLE

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Vendors Performance (Mandatory Requirement)

The vendor and subcontractor shall:

(a) Maintain a physical facility, within the identified catchment area, that meets all applicable federal, state and local regulations (e.g., building codes). In the event the physical facility does not provide adequate access for defendants/persons under supervision with physical disabilities (e.g. no elevator access to second floor office space, etc.), the vendor shall have access to an alternate facility/space within the identified catchment area that meets the requirements.

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

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

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

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

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

Clause 2-5A Inspection of Products	**(APR 2013)**
Clause 2-5B Inspection of Services	**(APR 2013)**

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Provision of Services to Federal Defendants and Persons Under Supervision (Mandatory Requirements)

a. In an effort to protect the community by providing outpatient treatment services, the vendor shall have the capability to immediately place Federal defendants/persons under supervision in outpatient assessment/testing/evaluation/treatment or drug/alcohol testing without regard to any placement backlog or waiting lists.

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

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

d. Termination of defendants/persons under supervision from treatment or other authorized services, based upon a violation of the vendor's program rules and regulations shall not be made without the approval of the Judiciary. When necessary, the vendor may take appropriate and immediate action to protect staff and clients.

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

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

SECTION G - AGREEMENT ADMINISTRATION DATA

G.1 Contact Point for Assistance

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

G.2 Fiscal Records (Mandatory Requirement)

The vendor shall:

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

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

c. Keep all defendant/person under supervision records associated with the agreement for three (3) years after the final payment date under the agreement, for Government inspection and review, except that the vendor shall keep defendant/person under supervision records relating to litigation or settlement of claims arising out of the performance of this agreement, until final disposition of such appeals, litigation, or claims. Note: this requirement is not in lieu of the vendor following other local/state/federal record retention requirements.

G.3. Invoices (Mandatory Requirement)

The vendor shall:

a. Submit an original copy of the invoice to the address listed in block 7 of the **Solicitation/Offer/Acceptance** in SECTION A, of the AO367. Additionally, the **Monthly Sign-In Logs, Drug Testing Logs,** documentation of any vendor related travel, and documentation of medication or transportation receipts (if applicable) shall be submitted to the CO or other authorized designee. NOTE: documentation submitted with the invoice is not forwarded to the USPO/USPSO; therefore, all required reports, evaluations, treatment plans, etc. shall be submitted in accordance with Section C requirements.

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

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

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

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

   (3) Receipt of all co-payments.

Note: The Administrative Office encourages computer generated billing and will accept a vendor's invoice in an Excel format. The vendor shall only submit invoices electronically in a manner approved by the CO and in compliance with 45 C.F.R. § 164.302 to 164.318.

d. Submit with the invoice a certification by an authorized official of the vendor that the invoice, said signature can be electronic or physical:

  (1) Is correct and accurate to the best of their knowledge, and

  (2) Includes only charges for services actually provided to defendants/persons under supervision.

e. The vendor shall submit separate invoices for services provided to U.S. Pretrial Services defendants and services provided to U.S. Probation Office persons under supervision.

f. When formulating pricing for services, the vendor should consider incorporating the cost of "No-shows" into the unit price charged. A "No-show" occurs when a defendant/person under supervision does not report for scheduled services and/or does not cancel with at least 24 hours advance notice. It should be noted the vendor shall not invoice the Judiciary or receive reimbursement from the defendant/person under supervision for any no-shows. -

g. The vendor shall charge for a session longer or shorter than the prescribed unit time (when the unit price is based on a prescribed unit of time) by adjusting the charge up or down in fifteen-minute increments. If circumstances necessitate adjustment of the charge based on the example below in section (i), the vendor shall contact the CO for approval. Sessions lasting less than 16 minutes shall be treated as a "no show" for the purposes of billing.

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

i. **Example**:

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

Time Spent (in minutes)	Charge
0 - 15	$ 0.00
16 - 30	$10.00
31 - 45	$15.00
46 - 60	$20.00
61-75	$25.00
76-90	$30.00

j. The vendor shall include the cost of written reports and case staffing conferences with the USPO/USPSO in the prices for defendant/person under supervision services unless the Probation Form 45 authorizes them as part of a specific service (e.g., Intake Assessment and Report (2011), Psychological Evaluation and Report (5010)).

k. The vendor shall include the cost of telephone contacts, e-mails, texting, etc. with defendants/persons under supervision in the unit price for the services and shall not bill separately for these contacts.

l. For project codes 1010, 1011, and 1012, that are untestable in accordance with the no-test policy or failure to follow the required collection guidelines, the vendor shall not invoice the district. The USPO/USPSO will provide notification to the vendor of untestable specimens.

G.4 Reimbursements or Copayments (Mandatory Requirement)

a. The vendor shall not request or accept payment either directly or indirectly from the defendant/person under supervision for services under this agreement unless the USPO/USPSO authorizes on the Probation Form 45 a co-payment for partial or total payment by the defendant/person under supervision.

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

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

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

(2) According to 18 USC 3672, the vendor may be required to reimburse the Director of the Administrative Office of the U. S. Courts in lieu of deducting payments from subsequent invoices.

(3) The vendor shall not accept reimbursement or co-payment for services in an amount that exceeds the amount authorized in the contract/agreement with the Judiciary, or that exceeds the actual cost of the service.

SECTION H - SPECIAL AGREEMENT REQUIREMENTS

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

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

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

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

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

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

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

H.2 DRUG-FREE WORKPLACE - JAN 2003

(a) Definitions. As used in this clause,

"**Controlled Substance**" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (2l U.S.C. 8l2) and as further defined in regulation at 2l CFR l308.ll-l308.l5.

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

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

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

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

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

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

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

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

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

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

        - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
        - (iv) The penalties that may be imposed upon employees from drug abuse violations occurring in the workplace;
    - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(l) of this clause;
    - (4) Notify such employees in writing in the statement required by subparagraph (b)(l) of this clause, that as a condition of continued employment on the contract resulting from this solicitation, the employee will-
        - (i) Abide by the terms of the statement; and
        - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction;
    - (5) Notify the contracting officer within ten (l0) days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
    - (6) Within 30 days after receiving notice under subparagraph (a)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
        - (i) Taking appropriate personnel action against such employee, up to and including termination; or
        - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
    - (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(l) through (b)(6) of this provision.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from the contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) and (c) of this clause may, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension of debarment.

H.3 Government Furnished Property - (JAN 2003)

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

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

SECTION I - REQUIRED CLAUSES

I.1 Clause 7-30, Public Use of the Name of the Federal Judiciary - (JUN 2014)

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

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

I.2 Subcontracting

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

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

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

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

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

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

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

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

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

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

I.5 Clause 2-57 Notification and Credit Monitoring Requirements for Personal Identification Information (PII) Incidents

(a) *Definitions.*

Sensitive Information is any data or other information for which public disclosure, or disclosure to users who do not have a need to know to perform their jobs, can harm individuals, the U.S. government, or private organizations.

Personally Identifiable Information (PII) is information that can identify an individual, when used alone or with other relevant data. PII may contain direct identifiers (e.g., Social Security numbers) that can identify a person uniquely or quasi-identifiers (e.g., date of birth) that can be combined with other quasi-identifiers to successfully recognize an individual. The definition of PII is not anchored to any single category of information or technology.

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

Privacy Information includes both PII and SPII.

(1) Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver's license or State identification numbers, Alien Registration Numbers (A-numbers), financial account numbers, and biometric identifiers.

(2) Multiple pieces of information may present an increased risk of harm to the individual when combined, posing an increased risk of harm to the individual. SPII may also consist of any grouping of information that contains an individual's name or other unique identifier plus one or more of the following elements:

(i) Truncated SSN (such as last 4 digits);

(ii) Date of birth (month, day, and year);

(iii) Citizenship or immigration status;

(iv) Ethnic or religious affiliation;

(v) Sexual orientation;

(vi) Criminal history;

(vii) Medical information; and

(viii) System authentication information, such as mother's birth name, account passwords, or personal identification numbers (PINs).

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

(b) *Determinations.* To determine whether information exposed in an unauthorized disclosure or security breach of information under the control of the Contractor or in an information system under control of the Contractor at the time the incident is sensitive information, PII, or SPII, the Judiciary will perform an assessment of the specific risk that an individual could be identified using the exposed information with other information that is linked or linkable to the individual. In performing this assessment, it is important to recognize that information that is not PII when considered alone can become PII or SPII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to the individual. Final determination of the categorization of exposed information as sensitive information, PII, or SPII shall be made in writing by the CO.

(c) *PII and SPII Notification Requirements.* (1) No later than 5 business days after being directed by the Contracting Officer, or as otherwise required by applicable law, the Contractor shall notify any individual whose PII or SPII was either under the control of the Contractor or resided in an information system under control of the Contractor at the time the incident occurred. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by, the Contracting Officer. The Contractor shall not proceed with notification unless directed in writing by the Contracting Officer.

(d) All determinations by the Judiciary related to notifications to affected individuals and/or Federal agencies and related services (*e.g.,* credit monitoring) will be made in writing by the Contracting Officer.

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

(1) A brief description of the incident;

(2) A description of the types of PII or SPII involved;

(3) A statement as to whether the PII or SPII was encrypted or protected by other means;

(4) Steps individuals may take to protect themselves;

(5) What the Contractor and/or the Government are doing to investigate the incident, mitigate the incident, and protect against any future incidents; and

(6) Information identifying who individuals may contact for additional information.

(f) *Credit Monitoring Requirements.* The Contracting Officer may direct the Contractor to:

(1) Provide notification to affected individuals as described in paragraph (b).

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

(i) Triple credit bureau monitoring;

(ii) Daily customer service;

(iii) Alerts provided to the individual for changes and fraud; and

(iv) Assistance to the individual with enrollment in the services and the use of fraud alerts.

(3) Establish a dedicated call center. Call center services shall include:

(i) A dedicated telephone number to contact customer service within a fixed period;

(ii) Information necessary for registrants/enrollees to access credit reports and credit scores;

(iii) Weekly reports on call center volume, issue escalation (*i.e.,* those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;

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

(v) Customized Frequently Asked Questions, approved in writing by the Contracting Officer in coordination with the Judiciary Breach Response Team (BRT); and

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

(g) *Flow-Down Clause Requirements.* For each subcontractor whose work requires access to judiciary facilities, IT resources, or data, the contractor certifies that it has incorporated this clause in the subcontract. Any breach by a subcontractor of any of the provisions set forth in this clause will be attributed to the contractor.

I.6 Clause B-5 Clauses Incorporated by Reference - (SEP 2010)

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

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

Clause 1-15	Disclosure of Contractor Information to the Public	AUG 2004
Clause 3-25	Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2014
Clause 3-160	Service Contract Act of 1965, As amended	JUN 2012
Clause 3-205	Protest After Award	JAN 2003
Clause 3-210	Protests	JUN 2014
Clause 3-300	Registration in the System for Award Management	APR 2013

The Offeror shall register in the System for Award Management (www.sam.gov) at the time an offer is submitted. Note: if awarded, the Offeror shall maintain registration in www.sam.gov. Failure to do so could result in delay in payments.

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

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

Clause 1-5	Conflict of Interest	
Clause 1-10	Gratuities or Gifts	JAN 2010
Clause 3-35	Covenant Against Contingent Fees	
Clause 3-40	Restrictions on Subcontractor Sales to the Government	
Clause 3-45	Anti-Kickback Procedures	
Clause 3-50	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	
Clause 3-55	Price or Fee Adjustment for Illegal or Improper Activity	
Clause 3-105	Audit and Records	
Clause 3-120	Order of Precedence	

Clause 7-20	Security Requirements
Clause 7-25	Indemnification
Clause 7-100B	Limitation of Liability (Services)
Clause 7-110	Bankruptcy
Clause 7-130	Interest (Prompt Payment)
Clause 7-210	Payment of Emergency Closures
Clause 7-215	Notification of Ownership Changes

SECTION J - LIST OF ATTACHMENTS

J.1 SAMPLE PROGRAM PLAN (PROBATION FORM 45)

J.2 MONTHLY SIGN IN LOG

J.3 AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION
(PROBATION FORMS 11B, 11E, and 11I; and PSA FORMS 6B, and 6D)

J.4 INVOICE TEMPLATE

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

J.6 APA MODEL SEX HISTORY DISCLOSURE POLYGRPAH QUESTIONNAIRE (disclaimer: this content contains sensitive subject matter that may be offensive to the reader)

J.7 STAFF QUALIFICATION STATEMENT

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

J.9 MONITORING REPORT TEMPLATE

J.10 DEPARTMENT OF LABOR WAGE DETERMINATION
(As required by the Service Contract Act, when applicable.)

Attachment J.1

Prob. Form 45

Today's Date:

Client Identifying Information

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

Photo
Not
Available

Provider Information

Provider:	Procurement No:
Provider Location:	Effective Date:
Attn:	Termination Date:
Location Address:	

Phone:
Fax:

Authorized Services

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

Services Ordered

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

Instructions to Provider Regarding Client Needs and Goals of Treatment

______________________ Officer:

______________________ Referral Agent:

______________________ Client:

Revised 5-2023

MONTHLY SIGN IN LOG

Complete one form per person per month. Include all scheduled contacts. In the event the person does not attend a scheduled service, indicate "no show" in the comment column. In the event the person does not attend any services within the month, include a comment noting why no services were provided/received. If telemedicine is provided, print the defendant's/person under supervision's name within the signature field, and the comment section shall reflect the means in which the session was provided (i.e. teleconference, video conference, internet).

Vendor:

Agreement #:

Defendant/Person Under Supervision:

PACTS #: ☐ Pretrial ☐ Post-Conviction

Service Month/Year:

Required co-payment (if applicable):

Date	**Defendant/Person under Supervision signature**	**Project Code**	**Time In**	**Time Out**	**Vendor Initials**	**Co-pay Received**	**Comments (i.e., no show, delivery method of telemedicine, no services)**

Additional Page

Defendant/Person Under Supervision Name:

Date	**Defendant/Person under Supervision signature**	**Project Code**	**Time In**	**Time Out**	**Vendor Initials**	**Co-pay Received**	**Comments (i.e., no show, delivery method of telemedicine, no services)**

✎ PROB 11B
(Rev. 5/21)

UNITED STATES PROBATION SYSTEM
AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION
SUBSTANCE USE DISORDER PROGRAMS

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

hereby authorize ____ to release confidential
(Name of Program)

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

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

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

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

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

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

____
(Name and Address of Program)

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

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

✎ PROB 11E
(Rev. 5/21)

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

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

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

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

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

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

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

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

____
(Name and Address of Program)

I understand that if I revoke this authorization to release confidential information, I will thereby revoke my authorization to further disclosure of such information. I also understand that revoking this authorization before the completion of the presentence investigation will be reported to the court.

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

✎ PROB 11I
(Rev. 4/05)

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

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

hereby authorize __________________________________ to release confidential
(Name of Program)

information in its possession to the United States Probation Office in the ____________________
(Name of Court)

The confidential information to be released will include: date of entrance to program; attendance records; drug detection test results; type, frequency, and effectiveness of therapy (including psychotherapy notes); general adjustment to program rules; type and dosage of medication; response to treatment; test results (e.g., psychological, psycho-physiological measurements, vocational, sex offense specific evaluations, clinical polygraphs); date of and reason for withdrawal or termination from program; diagnosis; and prognosis.

This information is to be used in connection with my participation in the above-mentioned program, which has been made a condition of my post-conviction supervision (including probation, parole, mandatory release, supervised release, or conditional release), and may be used by the probation officer for the purpose of keeping the probation officer informed concerning compliance with any condition or special condition of my supervision. I understand that this authorization is valid until my release from supervision, at which time this authorization to use or disclose this information expires. I understand that information used or disclosed pursuant to this authorization may be disclosed by the recipient and may no longer be protected by federal or state law.

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

____
(Name and Address of Program)

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

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

✎PS 6B
(Rev. 5/05)

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

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

hereby authorize ______________________________ to release confidential
(Name of Program)

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

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

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

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

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

____
(Name and Address of Program)

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

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

✎PS 6D
(5/03)

UNITED STATES PRETRIAL SERVICES SYSTEM
AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION
MENTAL HEALTH TREATMENT PROGRAMS

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

hereby authorize ______________________________ to release confidential
(Name of Program)

information in its possession to the United States Pretrial Services Office in the ____________________.
(Name of Court)

The confidential information to be released will include: date of entrance to program; attendance records; drug detection test results; type, frequency, and effectiveness of therapy; general adjustment to program rules; type and dosage of medication; response to treatment; test results (e.g., psychological, psycho-physiological measurements, vocational, sex offense specific evaluations); date of and reason for withdrawal or termination from program; diagnosis; and prognosis.

This information is to be used in connection with my participation in the above-mentioned program, which has been made a condition of my pretrial supervision, and may be used by the pretrial services officer for the purpose of keeping the pretrial services officer informed concerning compliance with any condition or special condition of my supervision. I understand that this authorization is valid until my release from supervision, at which time this authorization to use or disclose this information expires. I understand that information used or disclosed pursuant to this authorization may be disclosed by the recipient and may no longer be protected by federal or state law. Such information may also be made available to the probation office for the purpose of preparing a presentence report in accordance with federal law.

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

____.
(Name and Address of Program)

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

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

Attachment J.4

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

Attachment J.5

BREATHALYZER INSTRUMENT LOG

Vendor Name ____________________________

Instrument Serial Number	Requirements for Calibration	Dates of Calibration	Date of Next Calibration	Signature of Person Conducting the Calibration

Attachment J.5

BREATHALYZER LOG

COMPLETE ONE FORM PER CLIENT PER MONTH

Client Name________________________________ PACTS #________________ Month/Year_________________

Date	Client's Signature/Initials	Collector's Initials	Reason Tested	Test Results	Refusal

Comments (please note any unusual occurrences):

Attachment J.5

SWEAT PATCH TESTING LOG

COMPLETE ONE FORM PER CLIENT PER MONTH - to be used for project code 1012
COMPLETE THE FIRST FIVE COLUMNS UPON APPLICATION, AND THE LAST FOUR UPON REMOVAL (bill only upon removal)

Client Name ______________________________ **PACTS #** _______________ **Month/Year**________________________________

Application Date	**Client's Signature/Initials**	**Chain of Custody Bar Code Number**	**Medications Taken**	**Collector's Initials**	**Removal Date**	**Client's Initials**	**Collector's Initials**	**Test Results/Date**	**Co-Pay Collected**

Comments (please note any unusual occurrences):

Urinalysis Testing Log

Complete one form per person per month - to be used for project codes 1010 and 1011

Defendant/Person Under Supervision Name:

PACTS #:

Vendor Name & BPA #:

Month/Year:

Date Collected	Defendant/Person Under Supervision Signature	Collector initials	Bar Code # (for 1010)	Special test (for 1010)	Meds taken	Test Result (for 1011 only)	Co-pay collected

Form Disclosure

This Model Sex History Disclosure Polygraph Questionnaire (“Model Policy Questionnaire”) was prepared by the American Polygraph Association’s (APA) Post Conviction Sex Offender Committee (PCSOT Committee) and approved by the APA Board of Directors on August 26, 2023. The PCSOT Committee endeavored to incorporate in this Model Policy Questionnaire the most current information and contemporary professional judgment on this issue. However, no “model” policy or “model” questionnaire can meet all the needs of any given agency, polygraph examiner, or other sex offender team member (sex offender team). While this Model Policy is provided to assist in standardizing and promoting the effectiveness of the Sexual History Exam each sex offender team operates in a unique environment of federal court rulings, state laws and court rulings, local ordinances, regulations, and administrative decisions. In addition to these considerations, the formulation of specific sex offender team policies and questionnaires should consider local political and community perspectives and customs, prerogatives and demands; divergent strategies and philosophies; and the impact of varied resource capabilities, unique circumstances of the sex offender, among other factors.

This Model Policy Questionnaire is informational and not intended as professional, legal, or other advice or as a substitute for advice from a professional or attorney. If you require professional, legal, or other advice about the subject of this Model Policy Questionnaire, you should seek the services of a professional or attorney in your jurisdiction.

The APA disclaims all liability to any party for any direct, indirect, implied, punitive, special, incidental, or other consequential damages arising directly or indirectly from any use of this Model Policy Questionnaire.

American Polygraph Association
Model Sexual History Disclosure Polygraph Questionnaire
August 26, 2023

Information for Treatment and Supervision Team Members

This Model Sex History Disclosure Polygraph Questionnaire is provided to assist convicted persons, treatment providers, supervising officers and polygraph professionals to increase the standardization and effectiveness of the Sexual History Exam (SHE), as described in the APA Model Policy for Post Conviction Sex Offender Testing. The SHE is a screening polygraph used to investigate the veracity of a convicted persons' self-reported history of involvement, in uncharged or unreported sexual offense behaviors and sexual behaviors that may be indicators of sexual compulsivity, sexual pre-occupation, or sexual deviancy. The SHE should be used when a referring professional wants to investigate a convicted person's lifetime history of uncharged/unreported sexual offense behaviors. The SHE is conducted on persons convicted of sexual offenses, in the absence of any allegation or incident other than the crime of conviction or other known historical convictions. Polygraph testing via the SHE is not intended to investigate reportable crime information and should not be interpreted as deterministic or infallible. Instead, test results can be thought of as categorical conclusions based on the probabilistic strength of information or margin of uncertainty along with the stated tolerance for risk of error.

Behavioral targets should be selected in collaboration with the referring professional for their operational relevance to risk assessment, risk management and treatment planning. Target questions may include behaviors related to the selection of, access to, control or silencing of, and impact on abused persons. Target issues may also include non-contact sexual offense behaviors, as well as behaviors related to grooming, manipulation, use of violence, physical force, restraint, threats of harm, and building or exploiting relationships as a means of gaining access to others for sexual abuse. Target issues may also provide information about involvement or non-involvement in behaviors that may be indicative of sexual compulsivity or preoccupation. Although it is unrealistic to attempt to test and fully resolve every possible sex history target, or to assume that it is possible to know everything about a convicted person's entire lifetime of sexual behavior, the SHE commonly addresses a range of different target behaviors that are interpreted with an assumption of independence. In other words, the SHE is a multiple issue test, subject to the advantages and limitations of omnibus analysis. The SHE can also be conducted as a narrowly focused single-issue exam, or as a series of single-issue exams. Validated polygraph test formats can be used with two to four relevant target issues.

Examiners should familiarize themselves with the types of sexual behavior that play an important role in sex offense risk assessment and sex offense treatment. Some sexual behaviors, for example, may be indicative of sexual compulsivity or preoccupation for which the actual number of incidents, for those who admit these behaviors, may not add additional information – though such test questions may be useful with convicted persons who substantially deny any involvement in those behaviors.

Information and results from these examinations are intended to assist in risk assessment, risk management and treatment planning. The goal of these polygraph examinations is not to identify prosecutable crimes, but to obtain information about an individual's sexual attitudes and behaviors, and to help clarify whether a person has a history of acting on particular sexual interests, desires, or patterns of problematic sexual behavior. For persons who have not engaged in particular behaviors, the goal is to establish a basis of evidence to support professional conclusions to accept the veracity of the individual's statements. Information and results from these examinations should be reported only to the professional members of the supervision or treatment team unless otherwise directed by law.

Information for Examinees

Information requested in this Sex History Disclosure Polygraph Questionnaire is intended to help your treatment and supervision team members with treatment planning, risk assessment tasks, and risk management goals. *Do not provide any identifying information of uncharged sexual behavior such as; dates, location, relationship, or any other information that reveals the identity of another person.* Something that is "uncharged" is a behavior you have not been convicted of. Examples of this may include (but are not limited to) a sexual behavior where you plead to a non-sexually related crime, a sexual behavior that led to a violation instead of a new conviction, the sexual behavior qualified for youthful offender status, and/or deferred sentencing such as accelerated rehabilitation. However, you are requested to be truthful and honest about your history of sexual behavior patterns. The information and forms in this Sexual History document are designed to help you to be truthful and successful. Refer to the included Operational Definitions and talk to your treatment and supervision team members for information if you have any difficulty understanding the information or these instructions. Truthfulness about your sexual history may be viewed as a milestone or indicator of engagement and progress in treatment.

Directions:

1. Complete every page (every form) even if you have nothing to report. If you have nothing to report about a particular behavioral question simply state that on the form, or cross out the form, and then sign and date the form. If someone assisted you in completing each form, have them write their name at the bottom of each form.
2. ***Do not*** include personal identifying information for any other person. This includes:
   a. Their name,
   b. Relationship to you (such as identifying children, nieces, grandparents, etc.).
   c. The exact dates of a behavior or incident,
   d. The exact location or jurisdiction where a behavior or incident occurred, and
   e. Other identifying information.
3. When completing the forms, please include only the information requested (i.e., age of the other person, gender of the other person, if they were related to you or not, if you knew the person more or less than 24 hours, etc.)
4. If you do not understand any information requested, you may write or indicate that on the form. Then sign and date the form.
5. If you prefer to discuss the information with your treatment provider or with your supervising officer before completing each form, or during the polygraph interview you may write or indicate that on the form. Then sign and date the form.
6. The timeframe of interest to your Sex History Polygraph is your entire lifetime. However, your treatment and/or supervision team member may provide you with individualized instruction or guidance about how to complete the Sex History Disclosure Polygraph Questionnaire which may include a different time frame.
7. Complete all of the sexual behavior forms first. *Again, do not put any other person's personal identifying information on these forms*. There are four sections in the Sexual History Document: Personal Sexual History, Sexual Offense Behaviors, Non-Contact Sexual Offense Behaviors, and Viewing Nudity/Pornography/Erotica/Sexual Stimulating Image.
8. Complete the summary forms for the first 2 after you have completed the sexual behavior forms.

Please talk with your treatment and supervision team member if you have any difficulty understanding the information. You are not required to provide identifying and reportable information about unknown crimes.

Operational Definitions

From Section 6.0 of the Post Conviction Sex Offender Testing (PCSOT) Model Policy

Every behavior of concern to the multi-disciplinary supervision and treatment team is anchored by an operational definition. *Experience has shown that all of these behaviors can be discussed without disclosing personally identifiable or reportable information.*

A. **Physical sexual contact:** refers to rubbing or touching another person's sexual organs (i.e., breasts, buttocks, genitalia) whether over or under clothing, for the purpose of sexual arousal, sexual gratification, sexual stimulation or sexual "curiosity." This includes having, allowing, or causing another person to rub or touch one's own sexual organs, whether over or under clothing. This does not include medical care with adults or children, or parental contact with children's private areas in the form of diapering, wiping, bathing, dressing, or changing, unless done for the purpose of sexual arousal or stimulation.

B. **Non-contact sexual behavior:** refers to sexual behaviors such as exhibitionism, voyeurism, public masturbation, child pornography, or other sexual behaviors that are unlawful but do not involve physical contact.

C. **Sexual contact:** any form of contact with an individual for the purpose of sexual arousal, sexual gratification, sexual stimulation or sexual "curiosity."

D. **Force (real or implied violence):** any form of real or implied violence, including for sexual arousal, physical restraint to prevent a victim from leaving, escaping, or moving away from the assault, or threats of harm to a victim's family members or pets. Force/restraint may also include alcohol or drug use in a manner that deprives a person of an ability to consent.

E. **Coercion (non-violent):** any non-violent means to gain compliance of a victim who expresses his or her reluctance to comply (e.g., bribery, threats to embarrass or end a relationship, etc.). Coercion may also include using or providing alcohol or drugs in a manner that influences a person's thoughts, choices and behavior in ways that would differ from those when not under the influence.

F. **Grooming (child grooming):** any means of building trust or exploiting a relationship; this could include befriending family members to gain access to a child which could allow the victim to surmise a perception of complicity, this also applies to internet-based behaviors.

G. **Manipulation:** any means of trickery to gain the compliance of a victim who is unaware of the sexual motives of the offender (e.g., wrestling, horseplay, tickling and similar behaviors).

H. **Relative (family member):** any person related by blood, marriage, or adoption, or where a relationship has a legal status. Also include persons for whom there was the appearance of a family relationship (e.g., dating or live-in relationship with the person(s) natural, step or adoptive parent).

I. **Minor, child, youth, and underage person:** includes any person defined by local laws and legislature as being below the age of consent to engage in sexual behavior.

J. **Incidental contact:** refers to any brief, unanticipated or unplanned contact, greeting (e.g., waving, or smiling), interaction (i.e., verbal), or incidental physical contact (e.g., shaking hands, hugging, patting the head, bumping into, exchanging money or merchandise, etc.).

K. **Physical contact:** includes shaking hands, hugging, patting the back or head, bumping into, exchanging money or merchandise along with other forms of physical contact including sitting on one's lap, holding, wrestling or athletic activities, etc.

L. **Unapproved contact with minors:** any contact or activity with minors that goes against the examinee's agreement with treatment, probation, or parole (whether state or federal). This may include a variety of restricted behaviors that vary for individuals, including being alone with a minor, non-sexual physical contact, and/or other interactions.

M. **Alone/unsupervised contact with minors:** interaction, activity or contact with minors in any context which takes place in the absence of someone approved by treatment and/or supervision to supervise this contact.

N. **Approved Supervisor:** an individual who the supervision and/or treatment team has agreed can supervise contact between the examinee and a minor.

O. **Pornography:** the explicit depiction of sexual subject matter for the purpose of sexually arousing the viewer, sometimes referred to as X-rated or XXX material, though there is no formal rating system.

P. **Child Sexually Explicit Material (CSEM)/Indecent Images of Children (IIOC):** any visual depiction of sexually explicit conduct involving a minor (someone under 18). May include videos, digital or computer-generated images indistinguishable from an actual minor, and images created, adapted, or modified, but appear to depict an identifiable, actual minor. Undeveloped film or videotape, and electronically stored data that can be converted into a visual image. (USCC.Gov, 2021)

Q. **Sexually stimulating materials/erotica:** the use of sexually arousing imagery, especially for masturbation purposes.

R. **Sexual thought:** thoughts or patterns of thoughts, often in the form of mental imagery with the goal of creating or enhancing sexual arousal or sexual feelings.

S. **Sexual Fantasy/Erotic fantasy:** can be a developed or spontaneous story, or a short mental flash of sexual imagery. This differs from a sexual thought by length and narrative complexity. Short sexual thoughts often lead into a sexual fantasy.

T. **Masturbation:** refers to sexual stimulation of one's genitals, often, though not always, to the point of orgasm. Stimulation can be over or under clothing, either manually or through other types of bodily contact, through the use of objects or devices, or through a combination of these methods. Although masturbation with a partner is not uncommon, masturbation for the purpose of this Model Policy refers to self-masturbation.

Additional Definitions (not included in the PCSOT Model Policy)

A. **Use of technology for sexual purposes:** refers to smart-phones, tablets, computers, gaming devices, smart TVs, computers and other electronic devices that were used for sexual purposes including masturbation or contacting/interacting with other persons for sexual purposes.

B. **Uncharged Sexual Behavior:** refers to behavior you have not been convicted of. Examples of this may include (but are not limited to) a sexual behavior where you plead to a non-sexually related crime, a sexual behavior that led to a violation instead of a new conviction, the sexual behavior qualified for youthful offender status, and/or deferred sentencing such as accelerated rehabilitation.

Section 1: Personal Sex History Form

The following information is requested because it may help your treatment provider and supervising officer to understand your case and your individual circumstances more fully.

Do not provide any identifying information of uncharged sexual behavior such as; dates, location, relationship, or any other information that reveals the identity of another person.

1. With how many people have you engaged in a sexual relationship (non-abusive or lawful) - whether committed, dating, long term or casual?

2. With how many persons have you engaged in sexual contact where you had no ongoing intimate, romantic, dating, or long-term relationship?

3. With how many persons have you engaged in acts of sexual infidelity during a long-term marital or dating relationship?

4. With how many sexual or intimate partners have you engaged in escalated and physical conflicts, regardless of whether or not police were called to the scene?

5. Do you recall ever being sexually abused or sexually victimized by others?

6. How many times have you paid others for sexual contact or had others pay you for sexual contact?

7. How many times have you visited or frequented adult entertainment businesses such as topless bars or strip-clubs?

8. How old were you when you first viewed pornographic materials?

9. How many times have you engaged in sex chats or sexually-based web-cam activities via an internet-connected app on a phone, tablet, computer, gaming device, or smart TV or other electronic device?

10. With how many people have you engaged in sexual contact whom you first met online?

11. How many times have you engaged in sexual contact in an institutional setting? (i.e., hospitals, jails, detention centers, group homes, treatment centers, etc.)

12. How many times have you engaged in group sex activities?

13. How many times have you used non-human objects such as sex-toys or other objects for masturbation or sexual activities with others?

14. How many times have you engaged in online group-sex activities via an app on a phone, tablet, computer, gaming device, smart TV or other internet connected device?

15. Please list any other sexual behavior - not already included in this sex history document - that you think your treatment provider or supervision officer would consider important to discuss with them (i.e., other paraphilic activities such as sadism, masochism, fetishism).

Printed Name: ____

Signature: ____ Date: ________________

Name of person who assisted filling out this form: ____

Section 2: Sexual Offense Behaviors
(Section 8.2 in PCSOT Model Policy)

Directions: Complete the following sexual behavior forms before completing the summary form. Talk with your treatment and supervision team member if you have any difficulty understanding the information.

A. In-person sexual contact with underage persons, as defined by local laws/statutes regarding the legal age of majority and consent, while you were legally an adult.

Do not provide any identifying information of uncharged sexual behavior such as; dates, location, relationship, or any other information that reveals the identity of another person.

Person's Identifier	Please Circle Relation Below	Please Circle Person's Gender	Please Circle Age Range of Person at Time	Your Age(s) at Time	Max # Sexual Contacts	First Sexual Contact (Year)	Last Sexual Contact (Year)	Type of Sexual Contact
A	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
B	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
C	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
D	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
E	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
F	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
G	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					

Printed Name: ____

Signature: ____ Date: _________________

Name of person who assisted filling out this form: ____

B. Sexual contact with relatives, whether by blood, marriage, adoption, or where a relationship has a legal meaning or is in effect a family relationship (e.g., a dating or live-in relationship with the person(s) natural, step or adoptive parent).

Do not provide any identifying information of uncharged sexual behavior such as; dates, location, relationship, or any other information that reveals the identity of another person.

Person's Identifier	Please Circle Relation Below	Please Circle Person's Gender	Please Circle Age Range of Person at Time	Your Age(s) at Time	Max # Sexual Contacts	First Sexual Contact (Year)	Last Sexual Contact (Year)	Type of Sexual Contact
A	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
B	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
C	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
D	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
E	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
F	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
G	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
H	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					

Printed Name: ______________________________________

Signature: ____ Date: _______________

Name of person who assisted filling out this form: ______________________________________

C. Use of violence to engage in sexual contact, including any real or implied violence, physical force, restraint, or threats of harm toward an abused person or their family members, possibly including pets. This may include the use of a weapon or any physical or verbal means of violence.

Do not provide any identifying information of uncharged sexual behavior such as; dates, location, relationship, or any other information that reveals the identity of another person.

Person's Identifier	Please Circle Relation Below	Please Circle Person's Gender	Please Circle Age Range of Person at Time	Your Age(s) at Time	Max # Sexual Contacts	First Sexual Contact (Year)	Last Sexual Contact (Year)	Type of Sexual Contact
A	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
B	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
C	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
D	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
E	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
F	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
G	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
H	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					

Printed Name: ____

Signature: ____ Date: ________________

Name of person who assisted filling out this form: ____

D. Sexual contact with persons who appeared to be unconscious, asleep, or incapacitated with drugs or alcohol, or who were mentally or physically helpless for other reasons. The defining characteristic of this type of abuse is that an abused person appeared to be asleep or unconscious at the time of an abuse as no one except the abused person can know for certain if they were actually asleep/unconscious or feigning sleep or unconsciousness at the time.

Do not provide any identifying information of uncharged sexual behavior such as; dates, location, relationship, or any other information that reveals the identity of another person.

Person's Identifier	Please Circle Relation Below	Please Circle Person's Gender	Please Circle Age Range of Person at Time	Your Age(s) at Time	Max # Sexual Contacts	First Sexual Contact (Year)	Last Sexual Contact (Year)	Type of Sexual Contact
A	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
B	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
C	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
D	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
E	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
F	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
G	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
H	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					

Printed Name: ____

Signature: ____ Date: ________________

Name of person who assisted filling out this form: ____

H. Frottage/sexual rubbing, including genitally rubbing against or touching a non-consenting person without their knowledge or permission, by standing or walking too close in public locations (e.g., work, stores, school, or other crowded places).

Do not provide any identifying information of uncharged sexual behavior such as; dates, location, relationship, or any other information that reveals the identity of another person.

Person's Identifier	Please Circle Relation Below	Please Circle Person's Gender	Please Circle Age Range of Person at Time	Your Age(s) at Time	Max # Sexual Contacts	First Sexual Contact (Year)	Last Sexual Contact (Year)	Type of Sexual Contact
A	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
B	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
C	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
D	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
E	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
F	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
G	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
H	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					

Printed Name: ____

Signature: ____ Date: ________________

Name of person who assisted filling out this form: ____

J. Sexual contact with animals, refers to all sexual behaviors (including attempts) involving pets, (whether belonging to the person filling out this form or others), domesticated (farm/ranch) animals, or wild animals, whether living or deceased, and whether whole or dismembered. This is often referred to as bestiality.

Do not provide any identifying information of uncharged sexual behavior such as; dates, location, relationship, or any other information that reveals the identity of another person.

Animal's Identifier	Type of Animal	Please Circle Animal's Gender	Age of Animal	Your Age(s) at Time	Max # Sexual Contacts	First Sexual Contact (Year)	Last Sexual Contact (Year)	Type of Sexual Contact
A		Female Male Unknown						
B		Female Male Unknown						
C		Female Male Unknown						
D		Female Male Unknown						
E		Female Male Unknown						
F		Female Male Unknown						
G		Female Male Unknown						
H		Female Male Unknown						
I		Female Male Unknown						

Printed Name: ____

Signature: ____ Date: __________________

Name of person who assisted filling out this form: ____

L. Use of a computer to solicit minors for sexual activities, including ever using the internet, or any electronic communication device in an attempt to solicit and/or engage an underage person for sexual contact. It also includes engaging in online sex-chats or cyber-sex activities with minor-aged persons via internet relay chat, instant messaging, web chat, social media applications, dating/ “meet up” apps (applications), email and/or any other electronic method. For the purpose of this worksheet, and all online sex activities, minor age refers to any person under age 18.

Do not provide any identifying information of uncharged sexual behavior such as; dates, location, relationship, or any other information that reveals the identity of another person.

Person's Identifier	Please Circle Relation Below	Please Circle Person's Gender	Please Circle Age Range of Person at Time	Your Age(s) at Time	Max # Sexual Contacts	First Sexual Contact (Year)	Last Sexual Contact (Year)	Type of Sexual Contact
A	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
B	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
C	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
D	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
E	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
F	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
G	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
H	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					

Printed Name: ____

Signature: ____ Date: _________________

Name of person who assisted filling out this form: ____

Section 2 Summary

Directions: Summarize the information on the preceding worksheets.

Do not provide any identifying information of uncharged sexual behavior such as; dates, location, relationship, or any other information that reveals the identity of another person

Behavior:	Answer
Sexual contact with persons who were legally underage while you were an adult.	How many different males:
	How many different females:
Sexual contact with persons who were related to you.	How many different males:
	How many different females:
Used any form of verbal threat of harm or physical force for sexual contact:	How many different males:
	How many different females:
	How many different minors:
Sexual contact with persons who were unconscious/unaware/asleep/incapacitated.	How many different males:
	How many different females:
	How many different minors:
Sexual contact with someone who could not consent due to a mental or cognitive disability.	How many different males:
	How many different females:
	How many different minors:
Used a position of authority to have sexual contact with a person. • Boss • Teacher • Coach • Volunteer • Medical Professional • Rabbi/Priest/Minister/Faith Leader • Mental Health Professional	How many different males:
	How many different females:
	How many different minors:

Rubbed against someone for sexual gratification who was unaware of you doing it.	How many different males:
	How many different females:
	How many different minors:
Had sexual contact with an animal:	If yes, what did you do:
Use of a computer to solicit and/or engage minors for sexual contact:	How many different males:
	How many different females:
	How many different minors:

Printed Name: ____

Signature: ____ Date: ________________

Name of person who assisted filling out this form: ____

Section 3: Non-Contact Sexual Offense Behaviors

Directions: Complete the following sexual behavior forms before completing the summary form. Talk with your treatment and supervision team member if you have any difficulty understanding the information.

E. Voyeurism/sexual peeping activities, including attempts to view someone naked, undressing/dressing, or engaging in sexual acts without their permission or knowledge. This includes the use or creation of a hole or opening to view others for sexual arousal, the use of optical technology or optical devices (e.g., cameras, mirrors, binoculars, or telescope) to view others for sexual purposes, and the use of cell phones to take pictures or videos of persons without their permission (e.g., up the skirt, under a bathroom stall, by hacking into or setting up a video camera or internet-connected optical device).

Do not provide any identifying information of uncharged sexual behavior such as; dates, location, relationship, or any other information that reveals the identity of another person

Person's Identifier	Please Circle Relation Below	Please Circle Person's Gender	Please Circle Age Range of Person at Time	Your Age(s) at Time	Max # Sexual Contacts	First Sexual Contact (Year)	Last Sexual Contact (Year)	Type of Sexual Contact
A	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
B	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
C	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
D	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
E	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
F	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
G	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					

Printed Name: ____

Signature: ____ Date: __________________

Name of person who assisted filling out this form: ____

F. Exhibitionism/indecent exposure, including all attempts to intentionally or to appear to have “accidentally” exposed one's private parts to unsuspecting persons in public places, including the wearing of loose or baggy clothing for the purpose of enabling the sexual organs to become exposed to others for sexual purposes. Also include use of any camera or internet connected optical device to expose oneself to others for sexual purposes either “accidentally” or purposefully.

Do not provide any identifying information of uncharged sexual behavior such as; dates, location, relationship, or any other information that reveals the identity of another person

Person's Identifier	Please Circle Relation Below	Please Circle Person's Gender	Please Circle Age Range of Person at Time	Your Age(s) at Time	Max # Sexual Contacts	First Sexual Contact (Year)	Last Sexual Contact (Year)	Type of Sexual Contact
A	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
B	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
C	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
D	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
E	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
F	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
G	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
H	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					

Printed Name: ____

Signature: ____ Date: _________________

Name of person who assisted filling out this form: ____

G. Theft or use of underwear/undergarments for sexual arousal or masturbation, including taking or keeping undergarments (including other personal property or "trophies") from relatives, friends, sexual partners, acquaintances, or strangers for masturbation or sexual arousal. This may also include incidents of wearing another person's underwear or undergarments without that person's knowledge or permission, in addition to incidents in which underwear, undergarments, or personal property was returned after use for masturbation or other use for sexual arousal.

Do not provide any identifying information of uncharged sexual behavior such as; dates, location, relationship, or any other information that reveals the identity of another person

Person's Identifier	Please Circle Relation Below	Please Circle Person's Gender	Please Circle Age Range of Person at Time	Your Age(s) at Time	Max # Sexual Contacts	First Sexual Contact (Year)	Last Sexual Contact (Year)	Type of Sexual Contact
A	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
B	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
C	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
D	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
E	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
F	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
G	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
H	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					

Printed Name: ____

Signature: ____ Date: ________________

Name of person who assisted filling out this form: ____

I. Child pornography (Child Sex Exploitation Material), including any history of viewing, possessing, producing, using, or distributing indecent images of minors in sexually provocative poses, with or without clothes, or engaging in sexual acts either alone or with others.

Do not provide any identifying information of uncharged sexual behavior such as; dates, location, relationship, or any other information that reveals the identity of another person

Person's Identifier	Please Circle Relation Below	Please Circle Person's Gender	Please Circle Age Range of Person at Time	Your Age(s) at Time	Max # Sexual Contacts	First Sexual Contact (Year)	Last Sexual Contact (Year)	Type of Sexual Contact
A	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
B	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
C	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
D	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
E	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
F	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
G	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
H	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					

Printed Name: ____

Signature: ____ Date: ________________

Name of person who assisted filling out this form: ____

K. Stalking/following behaviors, including all incidents of following, tracking, or observing someone for sexual or aggressive/angry reasons. It also includes all other efforts to monitor or observe another person's behavior in person, electronically or by using a surrogate, without that person's knowledge or permission. Also includes online stalking behaviors.

Do not provide any identifying information of uncharged sexual behavior such as; dates, location, relationship, or any other information that reveals the identity of another person

Person's Identifier	Please Circle Relation Below	Please Circle Person's Gender	Please Circle Age Range of Person at Time	Your Age(s) at Time	Max # Sexual Contacts	First Sexual Contact (Year)	Last Sexual Contact (Year)	Type of Sexual Contact
A	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
B	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
C	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
D	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
E	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
F	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
G	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
H	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					

Printed Name: ____

Signature: ____ Date: ________________

Name of person who assisted filling out this form: ____

M. Masturbation or sexual acts in public places where one could be seen by others such as in workplace/school locations, public restrooms, or adult entertainment businesses. Although not a public place, masturbating at home in front of a window in order to be seen by others is also relevant.

Do not provide any identifying information of uncharged sexual behavior such as; dates, location, relationship, or any other information that reveals the identity of another person

Person's Identifier	Please Circle Relation Below	Please Circle Person's Gender	Please Circle Age Range of Person at Time	Your Age(s) at Time	Max # Sexual Contacts	First Sexual Contact (Year)	Last Sexual Contact (Year)	Type of Sexual Contact
A	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
B	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
C	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
D	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
E	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
F	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
G	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					
H	Related Unrelated	Female Male Nonbinary	Infant Child Teenager Adult					

Printed Name: ____

Signature: ____ Date: ________________

Name of person who assisted filling out this form: ____

N. Online sex activities, including sex-chat, sex-games, and web-cam sex activities, as well as online masturbation and/or virtual activities.

I. Describe how you attempted to seek sexual contacts/interactions on the computer or electronic devices (including frequency & time frames):

____

____

____

____

____

II. List all persons with whom you had in-person or face-to-face contact as a result of meeting through a cellphone app, tablet, computer, gaming device, smart TV, other electronic device or similar means.

Person's Identifier	Please Circle Person's Gender	Please Circle Age Range of Person at Time	Your Age(s) at Time	Where did you meet or attempt to meet	Number of Face-to-Face Contacts	Number of Sexual Contacts	Type of Sexual Contact
A	Female Male Nonbinary	Infant Child Teenager Adult					
B	Female Male Nonbinary	Infant Child Teenager Adult					
C	Female Male Nonbinary	Infant Child Teenager Adult					
D	Female Male Nonbinary	Infant Child Teenager Adult					
E	Female Male Nonbinary	Infant Child Teenager Adult					
F	Female Male Nonbinary	Infant Child Teenager Adult					

Printed Name: ____

Signature: ____ Date: ________________

Name of person who assisted filling out this form: ____

Section 3 Summary

Directions: Summarize the information on the preceding worksheets.

Do not provide any identifying information of uncharged sexual behavior such as; dates, location, relationship, or any other information that reveals the identity of another person

Behavior	Answer
Exposed your sexual body part to someone who could not or did not consent either online (via internet or electronic means) or in person (e.g. flashing).	*How many different males:*
	How many different females:
	How many different minors:
Masturbated in an area where another could have seen either online (via internet or electronic means) or in person.	*If yes, approximately how many times:*
Secretly watched another person for a sexual purpose either online (via internet or electronic means) or in person (e.g. peeping or voyeuring).	*If yes, approximately how many times:*
Viewed some form of pornography that included children under the age of 18.	*If yes, approximately how many times:*
Sexually communicated by phone, text, social media or over the internet with someone below the age of 18 when you were over the age of 18.	*If yes, approximately how many times:*

Sent or received nude images through the mail, over the internet, social media or text of someone who was below the age of 18 when you were over the age of 18.	*If yes, approximately how many times:*
	Explain:
Stolen anything for a sexual purpose.	*If yes, how many times:*
	List items:
Visited or used the dark web.	*If yes, how many times:*
	List search topics:
Viewed any form of pornography that included the use of force (such as rape).	*If yes, explain:*
Used the internet to stalk someone.	*If yes, explain:*

Used the internet to research a fetish.	*If yes, explain:*
Used the internet to find information on sadism or masochism.	*If yes, explain:*
Had sexual contact with a dead person either online (via internet or electronic means) or in person.	*If yes, explain:*

Printed Name: ____

Signature: ____ Date: _________________

Name of person who assisted filling out this form: ____

Section 4: Viewing Nudity/Pornography/Erotica/Sexual Stimulating Images

Directions: Please answer the following questions about sexual behavior that involved viewing nudity.

Do not provide any identifying information of uncharged sexual behavior such as; dates, location, relationship, or any other information that reveals the identity of another person

Behavior	Answer
How old were you when you first saw pornography?	
How did you initially access pornography?	
Is there a point in your life when pornography became a daily habit?	*At what age?* *How long did this last?*
At what time in your life did you view pornography the most?	
What is the largest collection of pornography you've ever had at one time?	
How did you organize and maintain your collection?	

How much and how often did you access, use or interact with your pornography collection?	
Have you ever lost nights of sleep or been unable to go to work the next day due to your pornography habits?	*If yes, explain:*
Did you ever produce any pornographic videos?	*If yes, explain:*
What was your preferred medium? (downloaded still images, videos, magazines, etc.)	
When is the last time you have seen anything pornographic?	

Printed Name: ____

Signature: ____ Date: __________________

Name of person who assisted filling out this form: ____

STAFF QUALIFICATION STATEMENT

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

CERTIFICATIONS

By signing below, I certify the following:

- No proposed staff members providing direct delivery of services under this contract are currently under investigation for or charged with a criminal offense and/or under pretrial, probation, parole, mandatory release or supervised release (federal, state, or local).
- No proposed staff members providing direct delivery of services under this contract have been convicted of any sex offense (including but not limited to child pornography offenses, child exploitation, sexual abuse, rape, or sexual assault) or are required under federal, state or local law to register on sex offender registries.

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

PRINTED NAME OF VENDOR: _____________________

VENDOR SIGNATURE: _____________________ DATE: ________________

Name	Services performed specified by Project Code for each staff person	Education	Relevant Experience	Current Licensure/Credentials

CHANGE OR ADDITION OF PERFORMANCE SITE(S)

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

1. Full address where services will be provided.

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

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

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

CERTIFICATIONS

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

PRINTED NAME OF OFFEROR : _____________________

SIGNATURE: _____________________ DATE: ________________

Rvsd. 3/2024

MONITORING REPORT

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

RATING CRITERIA

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

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

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

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

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

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

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

2. USPO/USPSO – A representative sample of officers will be interviewed.

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

Number of Interviews Click or tap here to enter text.

Summary of Responses:

Click or tap here to enter text.

3. Vendor – A representative sample of those providing service delivery will be interviewed.

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

Number of Interviews Click or tap here to enter text.

Summary of Responses:

Click or tap here to enter text.

4. Group Observation (if applicable)

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

Summary of Observations:

Click or tap here to enter text.

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

"REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms
Director

Division of
Wage Determinations

Wage Determination No.: 2015-5629
Revision No.: 23
Date Of Last Revision: 05/09/2024

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: California

Area: California Counties of Riverside, San Bernardino

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.75
01012 - Accounting Clerk II		21.05
01013 - Accounting Clerk III		23.54
01020 - Administrative Assistant		36.12
01035 - Court Reporter		46.98
01041 - Customer Service Representative I		17.31
01042 - Customer Service Representative II		18.89
01043 - Customer Service Representative III		21.20
01051 - Data Entry Operator I		18.62
01052 - Data Entry Operator II		20.32
01060 - Dispatcher, Motor Vehicle		22.98
01070 - Document Preparation Clerk		21.55
01090 - Duplicating Machine Operator		21.55
01111 - General Clerk I		17.00***
01112 - General Clerk II		18.54
01113 - General Clerk III		20.82

01120 - Housing Referral Assistant	26.06
01141 - Messenger Courier	17.61
01191 - Order Clerk I	17.99
01192 - Order Clerk II	19.63
01261 - Personnel Assistant (Employment) I	20.68
01262 - Personnel Assistant (Employment) II	23.13
01263 - Personnel Assistant (Employment) III	25.80
01270 - Production Control Clerk	25.60
01290 - Rental Clerk	18.17
01300 - Scheduler, Maintenance	20.89
01311 - Secretary I	20.89
01312 - Secretary II	23.37
01313 - Secretary III	26.06
01320 - Service Order Dispatcher	20.54
01410 - Supply Technician	36.12
01420 - Survey Worker	23.30
01460 - Switchboard Operator/Receptionist	17.91
01531 - Travel Clerk I	18.62
01532 - Travel Clerk II	20.89
01533 - Travel Clerk III	22.19
01611 - Word Processor I	18.49
01612 - Word Processor II	20.77
01613 - Word Processor III	23.23
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	27.40
05010 - Automotive Electrician	27.97
05040 - Automotive Glass Installer	26.13
05070 - Automotive Worker	26.13
05110 - Mobile Equipment Servicer	22.34
05130 - Motor Equipment Metal Mechanic	28.51
05160 - Motor Equipment Metal Worker	26.13
05190 - Motor Vehicle Mechanic	28.51
05220 - Motor Vehicle Mechanic Helper	20.84
05250 - Motor Vehicle Upholstery Worker	24.27
05280 - Motor Vehicle Wrecker	26.13
05310 - Painter, Automotive	27.97
05340 - Radiator Repair Specialist	26.13
05370 - Tire Repairer	17.32
05400 - Transmission Repair Specialist	28.51
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.56
07041 - Cook I	21.22
07042 - Cook II	24.83
07070 - Dishwasher	16.50***
07130 - Food Service Worker	17.38
07210 - Meat Cutter	18.88
07260 - Waiter/Waitress	16.24***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.85
09040 - Furniture Handler	14.14***
09080 - Furniture Refinisher	21.55
09090 - Furniture Refinisher Helper	16.06***
09110 - Furniture Repairer, Minor	18.70
09130 - Upholsterer	21.37
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	17.00***
11060 - Elevator Operator	17.79
11090 - Gardener	22.19
11122 - Housekeeping Aide	17.79
11150 - Janitor	17.79
11210 - Laborer, Grounds Maintenance	18.25
11240 - Maid or Houseman	17.46
11260 - Pruner	17.42
11270 - Tractor Operator	20.71
11330 - Trail Maintenance Worker	18.25

11360 - Window Cleaner	18.64
12000 - Health Occupations	
12010 - Ambulance Driver	20.17
12011 - Breath Alcohol Technician	29.98
12012 - Certified Occupational Therapist Assistant	37.29
12015 - Certified Physical Therapist Assistant	38.58
12020 - Dental Assistant	22.62
12025 - Dental Hygienist	50.98
12030 - EKG Technician	33.50
12035 - Electroneurodiagnostic Technologist	33.50
12040 - Emergency Medical Technician	20.17
12071 - Licensed Practical Nurse I	26.81
12072 - Licensed Practical Nurse II	29.98
12073 - Licensed Practical Nurse III	33.42
12100 - Medical Assistant	19.00
12130 - Medical Laboratory Technician	30.67
12160 - Medical Record Clerk	22.99
12190 - Medical Record Technician	25.71
12195 - Medical Transcriptionist	22.89
12210 - Nuclear Medicine Technologist	62.15
12221 - Nursing Assistant I	15.15***
12222 - Nursing Assistant II	17.04***
12223 - Nursing Assistant III	18.60
12224 - Nursing Assistant IV	20.87
12235 - Optical Dispenser	24.54
12236 - Optical Technician	24.11
12250 - Pharmacy Technician	23.10
12280 - Phlebotomist	23.49
12305 - Radiologic Technologist	48.05
12311 - Registered Nurse I	34.44
12312 - Registered Nurse II	42.13
12313 - Registered Nurse II, Specialist	42.13
12314 - Registered Nurse III	50.97
12315 - Registered Nurse III, Anesthetist	50.97
12316 - Registered Nurse IV	61.09
12317 - Scheduler (Drug and Alcohol Testing)	37.15
12320 - Substance Abuse Treatment Counselor	27.94
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	23.89
13012 - Exhibits Specialist II	29.60
13013 - Exhibits Specialist III	36.38
13041 - Illustrator I	28.69
13042 - Illustrator II	35.54
13043 - Illustrator III	43.47
13047 - Librarian	36.32
13050 - Library Aide/Clerk	18.42
13054 - Library Information Technology Systems Administrator	32.80
13058 - Library Technician	25.30
13061 - Media Specialist I	23.67
13062 - Media Specialist II	26.48
13063 - Media Specialist III	29.52
13071 - Photographer I	19.19
13072 - Photographer II	21.46
13073 - Photographer III	26.60
13074 - Photographer IV	32.91
13075 - Photographer V	39.80
13090 - Technical Order Library Clerk	23.12
13110 - Video Teleconference Technician	26.82
14000 - Information Technology Occupations	
14041 - Computer Operator I	21.78
14042 - Computer Operator II	24.36
14043 - Computer Operator III	27.18
14044 - Computer Operator IV	30.22
14045 - Computer Operator V	33.46

14071 - Computer Programmer I	(see 1)	
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		21.78
14160 - Personal Computer Support Technician		30.22
14170 - System Support Specialist		33.46
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		38.20
15020 - Aircrew Training Devices Instructor (Rated)		46.23
15030 - Air Crew Training Devices Instructor (Pilot)		55.41
15050 - Computer Based Training Specialist / Instructor		38.20
15060 - Educational Technologist		53.91
15070 - Flight Instructor (Pilot)		55.41
15080 - Graphic Artist		28.43
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		55.17
15086 - Maintenance Test Pilot, Rotary Wing		55.17
15088 - Non-Maintenance Test/Co-Pilot		55.17
15090 - Technical Instructor		25.33
15095 - Technical Instructor/Course Developer		30.98
15110 - Test Proctor		20.44
15120 - Tutor		20.44
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		18.19
16030 - Counter Attendant		18.19
16040 - Dry Cleaner		20.79
16070 - Finisher, Flatwork, Machine		18.19
16090 - Presser, Hand		18.19
16110 - Presser, Machine, Drycleaning		18.19
16130 - Presser, Machine, Shirts		18.19
16160 - Presser, Machine, Wearing Apparel, Laundry		18.19
16190 - Sewing Machine Operator		21.65
16220 - Tailor		22.52
16250 - Washer, Machine		19.06
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.71
19040 - Tool And Die Maker		28.30
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		22.51
21030 - Material Coordinator		25.60
21040 - Material Expediter		25.60
21050 - Material Handling Laborer		21.40
21071 - Order Filler		20.36
21080 - Production Line Worker (Food Processing)		22.51
21110 - Shipping Packer		18.85
21130 - Shipping/Receiving Clerk		18.85
21140 - Store Worker I		19.06
21150 - Stock Clerk		22.10
21210 - Tools And Parts Attendant		22.51
21410 - Warehouse Specialist		22.51
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		39.02
23019 - Aircraft Logs and Records Technician		30.51
23021 - Aircraft Mechanic I		37.17
23022 - Aircraft Mechanic II		39.02
23023 - Aircraft Mechanic III		40.51
23040 - Aircraft Mechanic Helper		26.20
23050 - Aircraft, Painter		35.16
23060 - Aircraft Servicer		30.51
23070 - Aircraft Survival Flight Equipment Technician		35.16
23080 - Aircraft Worker		32.85
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		32.85

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23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	37.17
23110 - Appliance Mechanic	25.14
23120 - Bicycle Repairer	19.38
23125 - Cable Splicer	52.38
23130 - Carpenter, Maintenance	29.91
23140 - Carpet Layer	25.73
23160 - Electrician, Maintenance	32.79
23181 - Electronics Technician Maintenance I	31.00
23182 - Electronics Technician Maintenance II	33.18
23183 - Electronics Technician Maintenance III	35.08
23260 - Fabric Worker	26.87
23290 - Fire Alarm System Mechanic	29.45
23310 - Fire Extinguisher Repairer	24.73
23311 - Fuel Distribution System Mechanic	38.87
23312 - Fuel Distribution System Operator	29.36
23370 - General Maintenance Worker	23.78
23380 - Ground Support Equipment Mechanic	37.17
23381 - Ground Support Equipment Servicer	30.51
23382 - Ground Support Equipment Worker	32.85
23391 - Gunsmith I	24.73
23392 - Gunsmith II	28.93
23393 - Gunsmith III	32.74
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.12
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	30.71
23430 - Heavy Equipment Mechanic	34.08
23440 - Heavy Equipment Operator	39.51
23460 - Instrument Mechanic	38.68
23465 - Laboratory/Shelter Mechanic	30.97
23470 - Laborer	20.65
23510 - Locksmith	29.17
23530 - Machinery Maintenance Mechanic	30.92
23550 - Machinist, Maintenance	24.78
23580 - Maintenance Trades Helper	17.91
23591 - Metrology Technician I	38.68
23592 - Metrology Technician II	40.60
23593 - Metrology Technician III	42.15
23640 - Millwright	32.96
23710 - Office Appliance Repairer	22.67
23760 - Painter, Maintenance	23.43
23790 - Pipefitter, Maintenance	30.55
23810 - Plumber, Maintenance	28.90
23820 - Pneudraulic Systems Mechanic	32.74
23850 - Rigger	31.42
23870 - Scale Mechanic	28.93
23890 - Sheet-Metal Worker, Maintenance	31.26
23910 - Small Engine Mechanic	22.24
23931 - Telecommunications Mechanic I	30.90
23932 - Telecommunications Mechanic II	32.44
23950 - Telephone Lineman	32.65
23960 - Welder, Combination, Maintenance	23.98
23965 - Well Driller	37.50
23970 - Woodcraft Worker	32.74
23980 - Woodworker	24.73
24000 - Personal Needs Occupations	
24550 - Case Manager	22.45
24570 - Child Care Attendant	18.00
24580 - Child Care Center Clerk	22.45
24610 - Chore Aide	15.50***
24620 - Family Readiness And Support Services Coordinator	22.45
24630 - Homemaker	22.45

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	37.90
25040 - Sewage Plant Operator	37.65
25070 - Stationary Engineer	37.90
25190 - Ventilation Equipment Tender	26.06
25210 - Water Treatment Plant Operator	37.65
27000 - Protective Service Occupations	
27004 - Alarm Monitor	32.29
27007 - Baggage Inspector	18.18
27008 - Corrections Officer	44.74
27010 - Court Security Officer	39.91
27030 - Detection Dog Handler	20.34
27040 - Detention Officer	44.74
27070 - Firefighter	35.07
27101 - Guard I	18.18
27102 - Guard II	20.34
27131 - Police Officer I	46.11
27132 - Police Officer II	51.23
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	19.18
28042 - Carnival Equipment Repairer	20.56
28043 - Carnival Worker	16.14***
28210 - Gate Attendant/Gate Tender	20.58
28310 - Lifeguard	16.14***
28350 - Park Attendant (Aide)	23.02
28510 - Recreation Aide/Health Facility Attendant	16.81***
28515 - Recreation Specialist	28.53
28630 - Sports Official	18.34
28690 - Swimming Pool Operator	24.05
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	31.28
29020 - Hatch Tender	31.28
29030 - Line Handler	31.28
29041 - Stevedore I	29.05
29042 - Stevedore II	33.48
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	52.57
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	36.26
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	39.92
30021 - Archeological Technician I	24.64
30022 - Archeological Technician II	27.72
30023 - Archeological Technician III	34.21
30030 - Cartographic Technician	34.35
30040 - Civil Engineering Technician	36.38
30051 - Cryogenic Technician I	34.20
30052 - Cryogenic Technician II	37.77
30061 - Drafter/CAD Operator I	24.64
30062 - Drafter/CAD Operator II	27.72
30063 - Drafter/CAD Operator III	30.79
30064 - Drafter/CAD Operator IV	37.88
30081 - Engineering Technician I	20.13
30082 - Engineering Technician II	22.59
30083 - Engineering Technician III	25.27
30084 - Engineering Technician IV	31.31
30085 - Engineering Technician V	38.30
30086 - Engineering Technician VI	46.33
30090 - Environmental Technician	26.89
30095 - Evidence Control Specialist	30.89
30210 - Laboratory Technician	23.86
30221 - Latent Fingerprint Technician I	34.82
30222 - Latent Fingerprint Technician II	38.46
30240 - Mathematical Technician	41.04
30361 - Paralegal/Legal Assistant I	23.85
30362 - Paralegal/Legal Assistant II	29.56
30363 - Paralegal/Legal Assistant III	36.15

30364 - Paralegal/Legal Assistant IV		43.73
30375 - Petroleum Supply Specialist		37.77
30390 - Photo-Optics Technician		33.63
30395 - Radiation Control Technician		37.77
30461 - Technical Writer I		27.52
30462 - Technical Writer II		33.66
30463 - Technical Writer III		40.72
30491 - Unexploded Ordnance (UXO) Technician I		33.41
30492 - Unexploded Ordnance (UXO) Technician II		40.42
30493 - Unexploded Ordnance (UXO) Technician III		48.45
30494 - Unexploded (UXO) Safety Escort		33.41
30495 - Unexploded (UXO) Sweep Personnel		33.41
30501 - Weather Forecaster I		34.20
30502 - Weather Forecaster II		41.61
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	30.79
30621 - Weather Observer, Senior	(see 2)	33.39
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		40.42
31020 - Bus Aide		19.99
31030 - Bus Driver		28.19
31043 - Driver Courier		19.56
31260 - Parking and Lot Attendant		16.72***
31290 - Shuttle Bus Driver		18.74
31310 - Taxi Driver		14.93***
31361 - Truckdriver, Light		21.35
31362 - Truckdriver, Medium		23.22
31363 - Truckdriver, Heavy		27.17
31364 - Truckdriver, Tractor-Trailer		27.17
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		19.71
99030 - Cashier		16.51***
99050 - Desk Clerk		17.19***
99095 - Embalmer		33.96
99130 - Flight Follower		33.41
99251 - Laboratory Animal Caretaker I		18.08
99252 - Laboratory Animal Caretaker II		19.38
99260 - Marketing Analyst		31.78
99310 - Mortician		33.96
99410 - Pest Controller		22.07
99510 - Photofinishing Worker		21.47
99710 - Recycling Laborer		29.73
99711 - Recycling Specialist		36.94
99730 - Refuse Collector		27.89
99810 - Sales Clerk		17.13***
99820 - School Crossing Guard		18.94
99830 - Survey Party Chief		42.89
99831 - Surveying Aide		22.67
99832 - Surveying Technician		31.00
99840 - Vending Machine Attendant		17.45
99841 - Vending Machine Repairer		22.41
99842 - Vending Machine Repairer Helper		17.45

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20 per hour) or 13658 ($12.90 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.98 per hour, up to 40 hours per week, or $199.20 per week or $863.20 per month

HEALTH & WELFARE EO 13706: $4.57 per hour, up to 40 hours per week, or $182.80 per week, or $792.13 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least $27.63 per hour (or at least $684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of ""wash and wear"" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or

notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

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

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

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

Name: _______________
Titles: _______________
Telephone: _______________
Fax: _______________
Email: _______________

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

(a) Definitions.

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

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

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

(d) Taxpayer Identification Number (TIN): ______________________________

[]TIN has been applied for.

[]TIN is not required, because:

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

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

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

(e) Type of Organization:

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

(f) Contractor representations.

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

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

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS

L.1. GENERAL INSTRUCTIONS FOR PROPOSALS

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

Section B - Submission of Prices

(1) **Services**

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

(2) **Prices**

The prices submitted must reflect the requirements of the Statement of Work for each project code requested as well as all terms and conditions of the contract that relate to that service item. Note: the fiscal year for the federal Government begins on October 1 of one calendar year through September 30 of the next. Pricing shall include the base fiscal year, as well as pricing for each fiscal option year.

(3) **Acceptable Responses**

(a) **Unit Price**

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

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

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

(c) **Subcontracting**

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

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

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

(4) **Estimated Monthly Quantity**

The figures provided in the Estimated Monthly Quantity column of Section B are estimates of the frequency that the services will be required. Estimated Monthly Quantities are based on the specific unit indicated within the project code. (For example, if one unit is equal to thirty minutes at a unit rate of $10, but the service provided is ninety minutes, that would equate to three units of the service for a total cost of $30. Within Section B, the Offeror shall include the pricing based on the unit indicated). *These figures are estimates only and the government is not bound to meet these estimates.* Note that if the government awards to multiple Offerors, the Estimated Monthly Quantities would be spread amongst the multiple Offerors; however, the government is not required to award to multiple Offerors, even if indicated in Section B. An Offeror should be prepared to provide the full amount of Estimated Monthly Quantities reflected. If the Offeror is unable to provide the full amount of Estimated Monthly Quantities, the Offeror must expressly state this within its proposal and provide the reasoning behind it, as well as indicate the volume of services the Offeror would be capable of providing.

Proposal Submission

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

By submission of a signed proposal (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 shall not submit solicitation sections C, D, E, F, G, H, I, and J as part of its proposal.**

Section I – Required Clauses

The Offeror shall register in the System for Award Management (www.sam.gov) at the time an offer is submitted. Note: if awarded, the Offeror shall maintain registration in www.sam.gov. Failure to do so could result in delay in payments. Registration in www.sam.gov is not used in determining technical acceptability.

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 submit the full section as that of the Proposal. Completion of Section K is not used in determining technical acceptability.

The Offeror's Statements, Qualifications, and References (if applicable) 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, G, H, and I 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) on the Certification of Compliance Statement and certify they will provide services in compliance with the requirements of the RFP.

Preparation of Background Disclosure (Attachment B)

1. Each Offeror shall prepare and submit as part of its offer a **BACKGROUND DISCLOSURE** addressing the requirements in paragraphs 2.a. through d below. (See Attachment B). The Offeror shall identify and clearly label all required documents included in the submitted proposal. If the Offeror is proposing any subcontractors to perform services, the Offeror also shall comply with the requirements in paragraphs 2 a. through d pertaining to each proposed subcontractor.

2. In the **BACKGROUND DISCLOSURE** the Offeror shall:

   a. provide copies of all monitoring/compliance/audit/performance reports for the previous 24 months from all federal, state and local agencies. Offerors who are currently awarded an agreement with the USPO/USPSO conducting the solicitation are not required to provide copies of USPO/USPSO monitoring reports. However, the Offeror shall provide copies of all monitoring/ compliance/audit/performance reports for the previous 24 months from other federal, state, and local agencies for similar services provided and/or any and all reports from any other USPO/USPSO agencies within the previous 24 months. The government reserves the right to review past performance information from other sources.

      If the Offeror is not able to provide copies of monitoring/ compliance/audit/performance reports, or other certification of compliance due to no such documents existing (i.e. being a private practice or other documented reasons), the Offeror shall thoroughly document within its proposal the reason for no such reports.

      To be considered technically acceptable, an Offeror must have received ratings of satisfactory (or have remedied any unsatisfactory rating and provided documentation of same) or have expressly stated in its proposals that it does not have monitoring/compliance/audit/performance reports or other certification/letters of compliance. Monitoring/ compliance/audit/performance reports for proposed subcontractors are not required.

   b. specifically identify each performance site at which the Offeror and all proposed subcontractors intend to provide services in response to this solicitation. Offeror and subcontractor sites shall be located within the solicitation's identified catchment area and shall be operational sites at the time of the RFP submission. Onsite evaluations will be individually performed at Offeror and subcontractor sites.

   c. maintain compliance with all applicable business and/or operating licenses as required by state and local laws and regulations. The Offeror is responsible for ensuring that proposed subcontractors have all applicable business and/or operating licenses as required by state and local laws and regulations.

d. maintain compliance with all federal, state and local fire, safety and health codes. The Offeror is responsible for ensuring that proposed subcontractors have appropriate documentation demonstrating compliance with all federal, state and local fire, safety and health codes.

3. By submitting the **BACKGROUND DISCLOSURE** the Offeror certifies 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 providing direct delivery of services under any resultant contract. The Offeror shall include the name, services that will be performed specified by numeric project code, education, relevant experience, and current licenses/credentials.–

> Note: the Offeror is not required to provide documentation of the education, credentials, licenses, and certification of staff members; however, the Offeror shall verify the information is accurate and that any required licenses are current.

In addition, the Offeror shall certify that no proposed staff members are currently under investigation for or charged with a criminal offense and/or no proposed staff members are currently under pretrial, probation, parole, mandatory release or supervised release (federal, state, or local).

The Offeror shall also certify that no proposed staff members have been convicted of any sexual offense (including but not limited to child pornography offenses, child exploitation, sexual abuse, rape, or sexual assault) or are required under federal, state or local law to register on the Sexual Offender registry. Attachment C shall also be prepared for all proposed subcontractor staff performing services.

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 the same or similar type of treatment and other services identified in this RFP within the past 3 years. Offerors who are currently awarded an agreement with the USPO/USPSO agency soliciting these services, are not required to provide references. Agreements with other federal agencies, even if for same or similar type of services, are required to provide references. Note: references should not include current USPO/USPSO employees, or other U.S. Courts employees. Provide the name, agency and title, phone number and e-mail address for the contact person. It is the responsibility of the Offeror to notify references 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 2013)

(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). An Offeror’s failure to acknowledge amendments affecting price, quantity, quality or delivery may result in the Offeror’s proposal being determined unacceptable where award is made without discussions.

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

- (1) 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.

- (2) *Submission, modification, revision, and withdrawal of offers*

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

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

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

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

  (3) it is the only offer received.

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

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

(iv) If an emergency or unanticipated event interrupts normal judiciary processes so that offers cannot be received at the office designated for receipt of offers by the exact time specified in the solicitation, and urgent judiciary requirements preclude amendment of the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal judiciary processes resume.

(v) Offers may be withdrawn by written notice received at any time before award. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before award, subject to the conditions specified in Provision 3-115, "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.

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

(4) 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.

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

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

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

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

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

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

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

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

(f) *Contract award*

(1) The judiciary intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose offer(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
(2) The judiciary may reject any or all offers if such action is in the judiciary's interest.
(3) The judiciary may waive informalities and minor irregularities in offers received.
(4) The judiciary intends to evaluate offers and award a contract without discussions with Offerors (except clarifications). Therefore, the offeror's initial offer shall contain the Offeror's best terms from a price or price and technical standpoint. The judiciary reserves the right to conduct discussions if the contracting officer later determines them to be necessary. If the contracting officer determines that the number of offers that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the contracting officer may limit the number of offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers.

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

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

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

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

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

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

(11) The judiciary may disclose the following information in post-award debriefings to other Offerors:
  (i) the Overall evaluated price or price and technical rating of the successful Offeror;

(ii) the overall ranking of all Offerors, when any ranking was developed by the judiciary during source selection;
(iii) a summary of the rationale for award; and
(iv) for procurements of commercial items, the make and model of the item to be delivered by the successful Offeror.

Attachment A

OFFEROR'S CERTIFICATION OF COMPLIANCE STATEMENT

As required in Section L.1, Preparation of Certification of Compliance Statement, the Offeror shall complete the certification below.

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

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

Include below the names of all subcontractors (if applicable):

PRINTED NAME OF OFFEROR: ____________________

SIGNATURE OF OFFEROR: ____________________ DATE: _______________

TITLE:_______________________

OFFEROR’S BACKGROUND DISCLOSURE

As required in Section L.1, Preparation of the Background Disclosure, the Offeror shall complete and sign the Background Disclosure below (attach pages as needed labeled as subsets of this Attachment number).

Attach monitoring/compliance/audit/performance reports as referenced in 2(a), if applicable. If the Offeror is not able to provide copies of monitoring/ compliance/audit/performance reports, or other certification of compliance, the Offeror shall thoroughly document the reason for no such reports.

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

CERTIFICATIONS

By signing below, I certify that all information provided in the BACKGROUND DISCLOSURE is accurate, complete, and correct and that the offeror is in compliance with the requirements as listed in paragraphs 2(a) through 2(d).

PRINTED NAME OF OFFEROR: _____________________

SIGNATURE: _____________________ DATE: ________________

Attachment C

OFFEROR'S STAFF QUALIFICATIONS

As required in Section L.1, Preparation of Staff Qualifications, the Offeror shall prepare and submit below, (attach pages as needed labeled as subsets of this attachment number), for all staff providing direct delivery of services under any resultant Agreement. The Offeror shall complete the certification section below.

CERTIFICATIONS

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

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

PRINTED NAME OF OFFEROR: ____________________

SIGNATURE: ____________________ DATE: ________________

Name	Services performed specified by Project Code for each staff person	Education	Relevant Experience	Current Licensure/Credentials

Attachment D

OFFEROR'S REFERENCES

As required in Section L.1, the new Offerors shall provide three (3) references below:

Reference #1
Name and Title:
Agency Name and Physical Address:
Phone Number:
Email Address:

Reference #2
Name and Title:
Agency Name and Physical Address:
Phone Number:
Email Address:

Reference #3
Name and Title:
Agency Name and Physical Address:
Phone Number:
Email Address:

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 Basis for Award

Selection of vendors with whom the Probation/Pretrial Services Office will establish BPA's will be based on technical acceptability and the lowest price to the Government. If the solicitation document identifies that BPA's will be established with a specified number of vendors, the selection of technically acceptable vendors shall be based on price. For example, if a solicitation document identifies that 4 to 6 vendors are needed to provide services and 10 vendors are determined to be technically acceptable, awards will be made to no more than 6 of the lowest priced vendors.

M.2 Evaluation of Proposals

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

b. 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.

M.3 Pass-Fail Criteria

The following criteria address the offeror's ability to perform and comply with all the mandatory service requirements set forth in the Request for Proposals**. Offerors who do not meet these requirements will be deemed to be technically unacceptable and will receive no further consideration**. In the event all offeror proposals are deemed technically unacceptable, all offerors will be provided the opportunity to correct deficiencies and resubmit a technically acceptable proposal. 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, and the Offeror's Staff Qualifications. Each of these shall demonstrate how the offeror will perform/meet the requirements of the RFP.

SECTION A – SOLICITATION / OFFER / ACCEPTANCE FORM (AO 367)

Offeror completed Blocks 8, 10, 11, 12, 13, 14 and 15 of the Solicitation/Offer/Acceptance Form (AO 367)

YES or NO

Proposal was electronically (unless otherwise noted) submitted within the designated date/time indicated in Section A

YES or NO

SECTION B – SUBMISSION OF PRICES

Offeror provided pricing for every identified project code (with the exception of actual cost or administrative fees).

YES or NO

SECTION I – REQUIRED CLAUSES

The Offeror has registered in the System for Award Management (www.sam.gov)? Must be completed prior to award, but it is not used in determining technical acceptability.

YES or NO

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

Offeror checked or completed all applicable boxes or blocks in the paragraphs under Section K of the Solicitation Document and resubmitted the full section with the Proposal. (Required, but not used in determining technical acceptability).

YES or NO

SECTION L – CERTIFICATION OF COMPLIANCE STATEMENT

Offeror signed and submitted Attachment A, OFFEROR'S CERTIFICATION OF COMPLIANCE STATEMENT.

YES or NO

Offeror identified all subcontractors in the OFFEROR'S CERTIFICATION OF COMPLIANCE STATEMENT.

YES or NO or N/A

SECTION L – BACKGROUND DISCLOSURE

Offeror provided copies of all monitoring/compliance/audit/performance reports for the previous 24 months from all federal, state and local agencies *for similar services*.

Offerors who are currently awarded an agreement with the USPO/USPSO conducting the solicitation are not required to provide copies of USPO/USPSO monitoring reports. However, the Offeror shall provide copies of all monitoring/compliance/audit/performance reports for the previous 24 months from other federal, state, and local agencies for similar services provided and/or any and all reports from any other USPO/USPSO agency within the previous 24 months.

YES or NO or N/A

Offeror *expressly stated in its proposal* that it is not able to provide copies of monitoring/ compliance/audit/performance reports, or other certification of compliance due to no such documents existing (i.e. being a private practice or other documented reasons)

YES or NO or N/A

Monitoring/compliance/audit/performance report have a rating of satisfactory (or have remedied any unsatisfactory rating and provided documentation of same)

YES or NO or N/A

Offeror's (and all proposed subcontractor) site(s) at which services will be provided is/are located in catchment area and are operational at time of RFP submission.

YES or NO or N/A

Offeror signed and submitted Attachment B, OFFEROR'S BACKGROUND DISCLOSURE, certifying compliance with the requirements as listed in paragraphs 2(a) through 2(d) of Section L.

YES or NO

SECTION L – STAFF QUALIFICATIONS

Offeror signed and submitted Attachment C, OFFEROR'S STAFF QUALIFICATIONS, to identify staff (and any proposed subcontractor) providing direct delivery of services, including name, services that will be performed specified by numeric project code, education, relevant experience and current licensures/credentials.

YES or NO

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

YES or NO

SECTION L – PREPARATION OF OFFEROR'S REFERENCES

Offeror provided three references (Federal, State, or local government agencies and/or private organizations), using Attachment D, for whom the Offeror has provided the same or similar type of treatment and other services identified in this RFP within the past 3 years. Offerors who are currently awarded an agreement with the judiciary are not required to provide references.

YES or NO or N/A

SECTION C – FACILITY REQUIREMENTS (ON-SITE VISITS)

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

An on-site visit is not required for Offerors who are currently awarded an agreement with the judiciary unless the Offeror's proposal includes a performance site where services are not currently provided under the existing agreement.

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

YES or NO

Is there private office space preserving both the integrity of the confidential relationship and the personal dignity of the client?

YES or NO

Is there a secured filing or electronic storage system to preserve confidentiality of defendant/person under supervision services?

YES or NO

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

YES or NO

The facility provides adequate access for defendants/persons under supervision with physical disabilities (e.g. elevator access to second floor office space, etc.). In the event the space does not, the vendor has provided an alternative facility/space within the identified catchment area that meets the requirements.

YES or NO

Residential Treatment Only

Are emergency and evacuation plans and diagrams posted?

YES or NO

Are there smoke detectors on each floor?

YES or NO

Is the facility in compliance with state and local licensure requirements for residential treatment?

YES or NO

Urine Collection Testing Only

Is there a dedicated bathroom or one that can be secured for collecting urine?

YES or NO

Is there a secured room for the storage of specimens and supplies?

YES or NO

M. 4 Evaluation of Price

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

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

(b) Project codes 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) Project codes that are reimbursable at actual prices or at a travel regulation rate are not considered in the price comparison.

(d) Project codes not marked as required services will not be evaluated or considered.

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

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

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

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

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

A determination of responsibility will be made on the apparent successful offeror prior to contract award. For an offeror to be found responsible, the offeror must not be on the List of Parties Excluded from Federal Procurement and Non-Procurement Programs and references (if applicable) must show satisfactory performance. If the offeror is found non-responsible, that offeror will be rejected and will receive no further consideration for award. In the event an offeror is rejected based on a determination of non-responsibility, a determination will be made on the next apparent successful offeror.