



**UNITED STATES DISTRICT COURT  
DISTRICT OF SOUTH DAKOTA  
PROBATION & SERVICES OFFICE**

John E. Bentley  
Chief Probation & Pretrial Services Officer

314 S. Main Ave.  
Sioux Falls, SD 57104-6474  
(605) 977-8900

July 3, 2018

**To: Vendors**

**SOLICITATION FOR SECOND CHANCE ACT SERVICES**

This is a solicitation for proposals to enter in a Blanket Purchase Agreement (BPA) for Second Chance Act services for the District Court of South Dakota. The Court intends to award BPA(s) to one or more contractors found to meet the court's qualification requirements detailed in the attached statement of work. A Vendor must be capable of providing services within a catchment area encompassing **Winner, South Dakota**.

A Blanket Purchase Agreement is a "charge account" arrangement, between a buyer and a seller for 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. Referrals will be rotated among all the vendors on the BPA. BPAs are valid for a specific period of time, not to extend beyond the current fiscal year. The total duration of this BPA, including the exercise of two 12-month options, shall not exceed 36 months.

The Court reserves the right not to make any awards as a result of this solicitation. Award of a BPA does not guarantee that the contractor will receive orders for any particular aggregate dollar value, or in fact any orders at all, for second chance act services.

Contractors wishing to be considered for award of a BPA must provide the following information in response to this solicitation including those requirements detailed in the statement of work below:

- a) Cover letter listing all enclosed documentation.
- b) A completed pricing schedule for services proposed.
- c) Respondents not registered in the System for Award Management ([www.sam.gov](http://www.sam.gov)) must provide a completed copy of Provision 3-5, Taxpayer Identification and Other Offeror Information (provided in Attachment 4 - Solicitation Provisions).

**For all proposals, an original must be received no later than 5:00 p.m. CST on August 3, 2018, to the attention of Colleen Schulte, Administrative Services Specialist, 314 S. Main Ave., Suite 100, Sioux Falls, SD, 57104. Please do not duplex or tab your proposals.**

All proposals must have an original signature. Please retain a copy of the Blanket Purchase Agreement for your own file. Please only submit required documents.

**Any questions regarding this solicitation should be in writing, addressed to: [colleen\\_schulte@sdd.uscourts.gov](mailto:colleen_schulte@sdd.uscourts.gov) by email by July 20, 2018.** Please feel free to contact me if you have any questions or concerns at (605) 977-8958.

Sincerely,

/s/ Colleen Schulte

Colleen Schulte  
Contracting Officer

## **SCA SERVICES BPA – Solicitation**

### **A. BACKGROUND**

On April 9, 2008, the Second Chance Act (SCA) of 2007, Pub. L. No. 110-199, was enacted. Section 253 of the Act amended 18 U.S.C. § 3672 to authorize the Director of the Administrative Office of the U.S. Courts (AO) to contract for “treatment, equipment and emergency housing, corrective and preventative guidance and training, and other rehabilitative services designed to protect the public and promote the successful reentry of the offender into the community.” In October of 2008, the Judicial Administration and Technical Amendments Act of 2008, Pub. L. No. 110-406 (October 13, 2008) (JATAA), significantly enhanced courts’ ability to provide interventions for defendants and offenders under 18 U.S.C. 3672 and 3154(4). This expanded the authority for a wide array of interventions with which probation and pretrial services officers might mitigate specific risks and responsivity factors related to their caseloads.

The statute authorizes “providing necessary services to offenders ... in a manner that does not confer luxuries or privileges upon such offenders” (42 U.S.C. § 17501(a)(4)). Additionally, the Act shall not “be construed as creating a right or entitlement to assistance or services for any individual, program, or grant recipient” (42 U.S.C. § 17504). Congress intended the new authority to be exercised judiciously. Courts must be careful stewards of resources used under this authority.

- B. **PRICING SCHEDULE** - This BPA is in effect October 1, 2018 through September 30, 2021. Pricing applicable to work performed during each twelve-month period shall be as shown below.

**Pricing Table for Services**

Item No.	Description	Est. Qty of Units Per Month	Unit Price
1	3122 –Cognitive Behavioral Treatment (CBT) – Unit: per 30 minute session	30	\$ _____ 2019 \$ _____ 2020 \$ _____ 2021
2	3202 Client Transportation Expenses	UNK	ACT
3	3501 – Administrative Fee	UNK	1% of monthly expenditure (contingency management)
		<b>TOTAL</b>	

\_\_\_\_\_  
Vendor's Name

\_\_\_\_\_  
Vendor's Phone Number/fax number/e-mail address

\_\_\_\_\_  
Vendor's Street Address

\_\_\_\_\_  
Vendor's City, State, and Zip Code

\_\_\_\_\_  
Signature of Person Authorized to Sign Quote

\_\_\_\_\_  
Date

\_\_\_\_\_  
DUNS Number

\_\_\_\_\_  
Printed or Typed Name of Signator

\_\_\_\_\_  
Discount Terms or Net 30?

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

## C. STATEMENT OF WORK

### **Project Code 3122 – Cognitive Behavioral Treatment (CBT) – Unit: per 30-minute session**

The vendor shall provide manualized cognitive behavioral group led by a trained facilitator as defined below. The groups shall offer a structured approach to a specific component of an intervention plan and address the criminal thinking component of a client. Curriculum materials should: contain opportunities to practice newly learned behavior; include an articulated theory and evidence supporting its effectiveness with offenders; be consistent with underlying theory; should be supported by research or evidence of effectiveness; and should employ multiple strategies proven to be effective in teaching prosocial skills to offenders; and should be grounded in behavioral, social learning and cognitive approaches. Examples of this type of group are Moral Reconation Therapy and Thinking for a Change, Problem Solving Skills in Action, Choices and Changes, and The Change Companies. Groups may also include a structured contingency management system to encourage participation, reward timeliness etc.

This service is provided by licensed/certified/credentialed individuals who possess the recognized credentials/qualifications of, and fulfills the standards of practice established by his/her professional regulatory body for the purpose of that field. The employer should have appropriate licenses and certifications so that staff qualifications may apply.

The vendor shall ensure:

- A **trained facilitator** successfully completes the training for the specific manualized CBT program being utilized. Vendors may secure certification in the curriculum post-award but before services commence. The completion of such training shall be documented. A trained facilitator shall not be required to have clinical oversight.
- Practitioners prepare treatment plans that include (1) short and long-term measurable goals and objectives the clients will be attempting to achieve; (2) type and frequency of services to be received; (3) specific criteria for program completion and the anticipated time-frame; and (4) no less than every 90 days documentation of treatment plan review (including client input) documenting continued need for treatment. The plan shall include information on family and significant other involvement (community support programs, etc.). Note: treatment plan shall be attached to the monthly progress report provided to the USPO/USPSO after every revision but at least every 90 days;
- Only face-to-face contacts between practitioner and clients (or family) are invoiced;
- A discharge summary shall be submitted to the USPO/USPSO within 15 business days of termination. That summary shall include a reason for discharge, prognosis and any recommendations for future care. In all cases, the discharge status (i.e. successful discharge, unsuccessful discharge, interruption of treatment, etc.) shall be clearly stated; and

- That the vendor contacts the USPO/USPSO within 24 hours if the client fails to report for appointments or fails to participate, and that any such conduct is documented in writing to the USPO/USPSO.

The client's signature is required before releasing any information regarding the client or the defendant's/offender's services and progress to the USPO/USPSO. The vendor shall obtain the client's and USPO/USPSO's signature prior to the client's first appointment with the service/treatment provider. The authorization to release confidential information shall be captured on the Probation Form 11G and/or PSA Form 6.

Below are the vendor's **staff requirements and restrictions**. Failure to comply with the terms and conditions below could result in termination of this contract.

- The vendor shall advise of any current staff member currently under pretrial services, probation, parole, mandatory release, or supervised release (federal, state, tribal or local) and the nature of the offense to the USPO/USPSO.
- The vendor and its employees shall:
  - Avoid compromising relationships with defendants/offenders;
  - Report any such improprieties or the appearance thereof immediately to the USPO/USPSO or designee; and
  - Report to the USPO/USPSO or designee any investigations, pending charges, arrests and/or convictions related to a criminal offense by staff performing services under this contract within 48 hours of obtaining such knowledge.
- The vendor shall notify the USPO/USPSO in writing of any staff changes and provide documentation of any required licensing, certification, experience, and education requirements.

Concerning the defendant/offender files, records and conferences, the vendor shall:

- Maintain a secure filing system of information on all defendants/offenders to whom the vendor provides services under this contract. If information is maintained electronically, the vendor shall make a hard copy of all files available for review immediately upon request of the USPO/USPSO or designee.
- Segregate client files from other vendor records. This will facilitate monitoring and promote client confidentiality.
- Keep a separate file for each client.

- Create a separate file when a client on pretrial services supervision is sentenced to probation supervision, but continued in services with the vendor. The vendor may copy any information relevant from the pretrial services file and transfer it into the probation file, except for information covered under the Pretrial Services Confidentiality Regulations. The vendor and its subcontractors are authorized to access criminal history information available in pretrial services or probation records that have been provided by the USPO/USPSO. This information is provided solely for the purpose of providing services under this contract. Any unauthorized re-disclosure of this information may result in termination of this contract.
- Keep all client records for three years after the final payment is received for Government inspection and review, except for the following:
  - Appeals under subsection 4. Disputes, in Section I, or
  - Litigation or settlement of claims arising out of the performance of this contract, until final disposition of such appeals, litigation, or claims.
- At the expiration of the performance period of this contract, the vendor shall provide the USPO/USPSO or designee a copy of all client records that have not been previously furnished, including copies of chronological notes. **Chronological notes** should:
  - Record all contacts (e.g., face-to-face, telephone) with the client including collateral contacts with employers, USPO/USPSO and others. Records shall document all notifications of absences and any violation behavior.
  - Be current and available for review by the USPO/USPSO or designee and by the Probation and Pretrial Services Office (PPSO) at the Administrative Office.
  - Chronological notes shall be legible and up-to-date.

To meet the **disclosure requirements** for this project code, the vendor shall disclose client records upon request of the USPO/USPSO as well as make its staff available to the USPO/USPSO to discuss issues of a client. The government agrees to provide any necessary consent forms that the federal government or federal, state or local law requires for information the probation or pretrial services officer would seek from the vendor (e.g., Probation Form 11G and/or PSA Form 6). The vendor shall ensure that all persons having access to or custody of client records follow the disclosure and confidentiality requirements of this contract and all applicable state and federal law. The vendor shall notify USPO/USPSO immediately upon receipt of legal process requiring disclosure of client records.

The vendor shall not disclose “pretrial services information” concerning pretrial services clients. “Pretrial services information,” as defined by the “Pretrial Services Confidentiality Regulations,” is “any information, whether recorded or not, that is obtained or developed by a

pretrial services officer (or a probation officer performing pretrial services duties) in the course of performing pretrial services.” Pretrial Services Confidentiality Regulations, §2A.

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.

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 the termination of this contract.

The price of **case staffing conferences** and consultations are included in the unit prices listed in each project code description. Upon USPO/USPSO referral of a client to the vendor, the vendor shall consult and meet as requested by the USPO/USPSO.

**Vendor reports** shall include specific/measurable goals and objectives with target completion dates that are periodically reviewed. The reports should provide a written recommendation as to whether or not a client's vocational services shall be continued or terminated. If the vendor recommends service termination, the vendor shall provide a reason for this recommendation in the written report (i.e., whether the client responded to vocational treatment/service and is no longer in need of services, or whether the client failed to respond to program interventions).

The vendor, its staff, employees and/or subcontractors shall provide **vendor testimony** by:

- Appearing or testifying in legal proceedings convened by the federal court or Parole Commission only upon order of the federal court with jurisdiction, and a request by the United States Probation and Pretrial Services Offices, United States Attorney's Offices, or United States Parole Commission, or in response to a subpoena.
- Providing testimony including but not limited to a client's: attendance record; general adjustment to program rules; type and frequency of services; and response to services;

The vendor shall receive reimbursement for subpoenaed testimony through the Department of Justice based on its witness fee and expense schedule. The vendor must receive the necessary consent/release forms required under federal, state or local law from the Government.

The vendor shall not create, prepare, offer, or provide any opinions or reports, whether written or verbal that are not required by this statement of work unless such action is approved in writing by the Chief US Probation Officer or Chief US Pretrial Services Officer.



Regarding **co-payments**, if ordered, the vendor shall:

- Collect any co-payment authorized on the program plan /probation form 45 and deduct any collected co-payment from the next invoice to be submitted to the government;
- Provide bills and receipts for co-payments to clients. The vendor shall keep an individualized record of co-payment collection, make it available for USPO/USPSO review, and have systems in place to both follow-up on collection of outstanding amounts and to resolve any discrepancies in amount owed;
- Document within the monthly progress report any co-payment received or whether the expected co-payment was not provided, as well as the amount of any outstanding balance;
- Inform the USPO/USPSO within 3 business days of a client's failure to make a total of 3 consecutive scheduled co-payments.
- Reimburse the Government in the event a vendor has received a co-payment and not credited it as an offset to a bill for services sent to the government (e.g., a defendant or offender provides a co-payment after the service was rendered or after the account has been closed).

**Deliverable(s):**

- A discharge summary shall be submitted to the USPO/USPSO within 15 business days of termination. That summary shall include a reason for discharge, prognosis and any recommendations for future care. In all cases, the discharge status (i.e. successful discharge, unsuccessful discharge, interruption of treatment) shall be clearly stated.
- **Monthly Progress Treatment Report**, (Probation Form 46R – Attachment 2). The monthly treatment progress reports shall be typed reports submitted along with the monthly invoice and any other required supporting documents for the month for which the vendor is invoicing. The report shall:
  - Summarize client's activities during the month, lists attendance dates, and accompanies the monthly invoice.
  - Document client progress (e.g., adjustment, responsiveness, significant problems, employment).
  - Reflect any changes in the contract and probation form 45/program plan;
  - Report any co-payment received or whether the expected co-payment was not provided, as well as the amount of any outstanding balance."

## **Project Code 3202 - Client Transportation Expenses**

### **(a) Project Code Description**

This service is provided to eligible defendants and offenders who the USPO/USPSO determines are unemployed or unable to pay for transportation. Client transportation should not exceed 90 days, unless an extension is deemed appropriate by the unit executive. Services may not exceed one year. This service is for transportation to and from reentry services or to facilitate new employment opportunities. To assist populations in rural areas, a vendor could provide group transportation for multiple defendants or offenders to and from treatment or other interventions. The billing unit is the actual cost for public transportation passes or mileage reimbursement to the vendor at the prevailing rate established by judiciary staff travel regulation per mile. This service is authorized on a probation form 45/program plan. The probation form 45 is provided to the vendor along with the purchase order, contract award or purchase card obligating document; it does not replace the obligating document.

- (b) If mileage is being invoiced, a Probation Form 17, Daily Travel Log is required for documentation and verification. Mileage reimbursement cannot exceed the price of public transportation via the most direct route.

## **Project Code 3501 – Administrative Fee**

The vendor may charge an administrative fee which is a reasonable monthly fee, to administer the collection of fees from clients, not exceeding five (5) percent of the monthly funds collected. The vendor may also charge a fee for reimbursement, based upon actual costs, for a contingency management system supporting CBT (Project Code 3122), but not exceeding one (1) percent of the monthly expenditure. The contingency management system may not include monetary/cash rewards.

## **LOCAL SERVICES**

### **Project Code 3122 – Cognitive Behavioral Treatment (CBT)**

The vendor will ensure each defendant/person under supervision completes a pre- and post-test, which measures antisocial attitudes, values, and beliefs directly related to criminal activity. If the curriculum used for treatment includes a pre- and post-test, it may be used only if approved in advance by the U.S. Probation Office in the District of South Dakota. If the curriculum does not include a pre- and post-test or said test does not meet the approval of the U.S. Probation Office in the District of South Dakota, the vendor shall utilize The Criminal Sentiments Scale-Modified, which will be provided by the U.S. Probation Office in the District of South Dakota.

Group size shall be two (2) or more defendants/persons under supervision but no more than twelve (12).

Unless approved in advance by the U.S. Probation Office, the services reflected under the project codes applicable to this local needs language are limited to federal referrals.

In addition to the information the Statement of Work requires be included in each 90-day treatment plan (Quarterly Treatment Plan) for project code 3122, the following information must also be included in each Quarterly Treatment Plan:

- Identification of the PCRA risk level and the dynamic criminogenic needs identified by the PCRA that must to be targets of the treatment program.
- Exact planned intervention strategies the vendor intends to implement to address the supervisee's criminogenic risks.
- The current responsivity factors of the supervisee.
- Identification of any new offenses the supervisee has been charged with since the previous Quarterly Treatment Plan.
- Short and long-term behavior change the vendor and the supervisee are seeking to influence in the supervisee.
- The supervisee's expectations of the treatment services.
- Identification of the anticipated involvement of family, supportive collateral contacts, and community support entities.

## **C. BPA TERMS AND CONDITIONS**

1. **Extent of Obligation.** The Court is obligated under this BPA only to the extent of the call(s) placed by authorized individuals against this agreement. The Contractor is cautioned that accepting BPA calls from anyone other than those authorized by the BPA may result in delay or denial of payment for that unauthorized call.
2. **Individuals Authorized to Place Calls/Orders and Dollar Limitations.** The individuals authorized to place calls/orders under this Agreement will be identified at the time of award.

**3. Clause B-5, Clauses Incorporated by Reference (SEP 2010)**

This BPA incorporates the following clauses by reference, with the same force and effect as if it were given in full text. Upon request, the contracting officer will make the full text available. The full text of the referenced clauses may be accessed electronically at the following web address: <http://www.uscourts.gov/procurement.aspx>.

(end)

**4. The following judiciary clauses, that the Contracting Officer has indicated are applicable, are incorporated in this contract by reference:**

- \_\_\_\_ Clause 2-50 Continuity of Services (JAN 2003)
- \_\_\_\_ Clause 2-60 Stop-Work Order (JAN 2010)
- ☒ Clause 3-3 Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014)
- \_\_\_\_ Clause 3-175 Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (JUN 2012)
- \_\_\_\_ Clause 6-20 Insurance – Work on or Within a Judiciary Facility (APR 2011)
- \_\_\_\_ Clause 7-55 Contractor Use of Judiciary Networks (JUN 2014)
- \_\_\_\_ Clause 7-65 Protection of Judiciary Buildings, Equipment and Vegetation (APR 2013)
- ☒ Clause 7-115 Availability of Funds (JAN 2003)

**5. The following full text clauses are incorporated if the Contracting Officer has marked them as applicable (X):**

- \_\_\_\_ 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 \_\_\_\_ calendar days prior to the contract's current expiration date [insert the period of time within which the contracting officer may exercise the option].

(end)

- \_\_\_\_ 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 \_\_\_\_ calendar days prior to the contract's current expiration date [insert the period of time within which the contracting officer may exercise the option]; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least \_\_\_\_ calendar days [60 days unless a different number of days is inserted] 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 \_\_\_\_\_ (months) (years).  
(end)

#### **6. Solicitation Provisions**

The following judiciary provisions, that the Contracting Officer has indicated are applicable, are incorporated in this solicitation:

X Provision B-1, Solicitation Provisions Incorporated by Reference (SEP 2010)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.uscourts.gov/procurement.aspx>.

(end)

#### **Solicitation Provisions Incorporated by Reference**

_____ Provision 2-70	Site Visit (JAN 2003)
_____ Provision 2-85A	Evaluation Inclusive of Options (JAN 2003)
_____ Provision 3-135	Single or Multiple Awards (JAN 2003)

**The prospective vendors referred to as offerors need to fill in the requested information below.**

X 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

☐ Hispanic American

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

- [ ] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, 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 (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
  - [ ] Individual/concern, other than one of the preceding.
- (end)

         Provision 3-195 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Certification (APR 2011)

(a) The offeror shall check following certification:

CERTIFICATION

The offeror [ ] does [ ] does not certify that –

- (1) the items of equipment to be serviced under this contract are used regularly for other than government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;
  - (2) the services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.
    - (i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.
    - (ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or contractor; and
  - (3) the compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
- (b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then Clause 3-160, Service Contract Act of 1965, will not be included in any resultant contract to this offeror.

- (c) If the offeror does not certify to the conditions in paragraph (a) of this provision –
- (1) Clause 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements, will not be included in any resultant contract awarded to this offeror; and
  - (2) the offeror shall notify the contracting officer as soon as possible, if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.
- (d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the contracting officer as required in paragraph (c) of this provision.
- (end)

         Provision 3-220 Exemption from Application of the Service Contract Act to Contracts for Certain Services – Certification (APR 2011)

- (a) The offeror shall check following certification:

CERTIFICATION

The offeror ☐ does ☐ does not certify that –

- (1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An “established catalog price” is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An “established market price” is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;
- (3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.



- (b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then Clause 3-160, Service Contract Act of 1965, as amended, will not be included in any resultant contract to this offeror.
- (c) If the offeror does not certify to the conditions in paragraph (a) of this provision—
  - (1) Clause 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements, will not be included in any resultant contract to this offeror; and
  - (2) The offeror shall notify the contracting officer as soon as possible if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.
- (d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.  
(end)

## MONTHLY TREATMENT REPORT

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

1. PROGRAM NAME:		1a. PROVIDER NAME:		2. DATE OF CURRENT TX PLAN (ATTACH REVISIONS):	
3. CLIENT NAME:		3a. PACTS NO.		4. FOR PERIOD COVERING:	
5. PHASE NO.	5a. TIME IN PHASE:	6. PRETRIAL CLIENT: <input type="checkbox"/> Yes <input type="checkbox"/> No		7. CLIENT EMPLOYED: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Student <input type="checkbox"/> Other	

## 8. CONTACTS SINCE LAST REPORT

[illegible]

## 9. URINE TESTING RECORD

[illegible]

## 10. COMMENTS REGARDING CLIENT'S TREATMENT PROGRESS

a. Describe the treatment goals addressed this month ( <input type="checkbox"/> Met <input type="checkbox"/> Not Met):	
b. Describe any steps taken by the client this month toward these goals ( <input type="checkbox"/> Positive <input type="checkbox"/> Negative):	
c. Describe any obstacles or setbacks the client encountered this month:	
d. Describe one unique way the PO/PSO can assist/support the client in treatment over the next month:	
e. If continued treatment is recommended, discuss the plan for next month ( <input type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended):	
f. Discuss your observations of the client's behavior and commitment to treatment ( <input type="checkbox"/> Positive <input type="checkbox"/> Negative):	
g. Comments:	
h. Overall Progress: <input type="checkbox"/> Acceptable <input type="checkbox"/> Unacceptable	
SIGNATURE OF COUNSELOR	DATE

**AUTHORIZATION TO RELEASE INFORMATION**  
**(PRIVATE PERSON OR ORGANIZATION)**  
**TO PROBATION OFFICER**

TO WHOM IT MAY CONCERN:

I, \_\_\_\_\_, the undersigned, hereby authorize the United States Probation Office for the \_\_\_\_\_ District of \_\_\_\_\_, or its authorized representative(s) or employee(s), bearing this release or copy thereof, to obtain any information in your files pertaining to my:

- ☐ Employment
- ☐ Education Records (including, but not limited to academic achievement, attendance, athletic, personal history, and disciplinary records)
- ☐ Medical Records
- ☐ Psychological and Psychiatric Records

I hereby direct you to release such information upon request of the bearer. This release is executed with full knowledge and understanding that the information is for the United States Probation Office's official use.

I hereby release you, as custodian of such records, any school, college, or university, or other educational institution; hospital or other repository of medical records; social service agency; any employer or retail business establishment, including its officers, employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind which may at any time result to me, my heirs, family, or associates because of compliance with this authorization and request for information or any other attempt to comply with it.

Regarding protected health information, 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.

Regarding protected health information, 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)

Regarding protected health information, 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.

\_\_\_\_\_  
(Authorizing Signature - Full Name)

\_\_\_\_\_  
(Full Name - Printed or Typed)

\_\_\_\_\_  
(Date)

WITNESS —

\_\_\_\_\_  
(Probation Officer)

\_\_\_\_\_  
(Date)

## U.S. PROBATION AND PRETRIAL SERVICES TRAVEL LOG

DISTRICT: South Dakota

[illegible]

**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)

# **Guide to Judiciary Policy**

Vol 8: Probation and Pretrial Services

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

## **Appx 5A: Confidentiality Regulations**

(April 14, 2010)

### **1. Statutory Provisions**

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

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

“(A) by qualified persons for purposes of research related to the administration of criminal justice;

(B) by persons under contract under section 3154(4) of this title;

(C) by United States Probation Officers for the purpose of compiling presentence reports;

(D) insofar as such information is a pretrial diversion report, to the attorney for the accused and the attorney for the Government; and

(E) in certain limited cases to law enforcement agencies for law enforcement purposes.”

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

#### **B. Confidentiality of Pretrial Services Information**

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

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

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

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

**2. Definitions**

For purposes of these regulations:

- A.** *Pretrial services information* is any information, whether recorded or not, that is obtained or developed by a pretrial services officer in the course of performing pretrial services. Performing pretrial services includes conducting the pretrial services investigation, preparing the pretrial services report, performing any post-release or post-detention investigation, or supervising a defendant released pursuant to chapter 207 of title 18, United States Code. Pretrial services information does not include information appearing in the public records of the court.
- B.** *Pretrial services officer* means any United States Probation or Pretrial Services Officer performing pretrial services pursuant to 18 U.S.C. § 3154 or any person acting under the directions of such officer.
- C.** *Disclose or disclosure* means a written or oral communication of pretrial services information, the release of pretrial services information, or the affirmative verification of another person's communication of pretrial services information.
- D.** *Judicial officer* means the officer defined in 18 U.S.C. § 3156(a)(1) who has authority to release or detain the defendant to whom the pretrial services information pertains.

### **3. Limitation on Disclosure of Pretrial Services Information**

#### **A. General Prohibition of Disclosure**

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

#### **B. Minimal Disclosure**

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

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

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

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

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

### **4. The Pretrial Services Report**

#### **A. Notation of Pretrial Services Information**

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



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

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

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

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

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

**D. Disclosure of the Pretrial Services Report**

- (1) The pretrial services report shall be made available to the defendant, the attorney for the defendant, and the attorney for the Government pursuant to the practice and procedure of the district court in connection with a pretrial release or detention hearing, a pretrial release revocation proceeding, or any judicial proceeding to modify the conditions of release. Any copies of the pretrial services report disclosed under this provision shall be returned to the pretrial services officer at the conclusion of the hearing.
- (2) The chief pretrial services officer or the chief probation officer supervising pretrial services may make the pretrial services report available to new or additional counsel for the defendant if such counsel commenced representation of the defendant after the initial disclosure of the pretrial services report and if such counsel requests review of the report in writing. The request shall stipulate that the purpose of the review is to prepare for a scheduled or contemplated pretrial release or detention proceeding. Any copies

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

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

## **5. Authorized Disclosures**

### **A. Research, Reviews, and Audits**

- (1) Pretrial services information, including national electronic pretrial services information, shall be available to the staff of the Administrative Office of the United States Courts for technical assistance, assessments, or other reviews of a pretrial services office or a probation office that performs pretrial services or for other research related to the administration of justice.
- (2) Upon written application to the chief pretrial services officer or the chief probation officer who supervises pretrial services, and with the written consent of the Assistant Director of the Office of Probation and Pretrial Services, Administrative Office of the United States Courts, pretrial services information shall be available to qualified persons for the purpose of research related to the administration of justice.
- (3) Upon written application to the Assistant Director of the Office of Probation and Pretrial Services, Administrative Office of the United States Courts, national electronic pretrial services information shall be available to qualified persons for the purpose of research related to the administration of justice.
- (4) “Qualified persons” are those persons or organizations whose training and experience are appropriate to the nature of the research in which they propose to engage and who are performing such research with adequate administrative safeguards against the unauthorized disclosure of confidential information. Any person or organization to whom pretrial services information is disclosed under this subsection shall, prior to the disclosure of any pretrial services information, execute a nondisclosure agreement affirming the continued confidentiality of information received. Such agreement shall require that any such person or organization protect pretrial services information against unauthorized disclosure

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

**B. Contract Agencies**

- (1) Pretrial services information is available to individuals or organizations that have contracted with pretrial services to provide supportive services for the custody or care of persons released pursuant to 18 U.S.C. § 3154(4).
- (2) Contracts with such individuals or organizations must include a nondisclosure agreement which recites the obligation of the individuals or organization to adhere to the confidentiality provisions of 18 U.S.C. § 3153(c) and these regulations.

**C. Family Members and Third-Party Custodians**

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

**D. United States Probation Officers**

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

**E. Violations of Conditions of Release**

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

**F. Risk of Harm**

- (1) Pretrial services officers shall, pursuant to the provisions of 18 U.S.C. § 3154(5), inform the judicial officer and the United States Attorney of any danger that any such person may come to pose to any other person or the community. In compliance with this section, pretrial services officers shall provide such pretrial services information as is necessary to fully advise the judicial officer and the United States Attorney of the nature and source of the danger and may request authorization to provide a warning to a party at risk or recommend any appropriate modification of release conditions. With the approval of the judicial officer, pretrial services officers may disclose such pretrial services information as is necessary to permit a party at risk to take appropriate protective action.
- (2) If the defendant poses an imminent danger to another person or the community and delaying disclosure pending approval by the judicial officer would place another person or persons in danger of physical harm, the chief pretrial services officer or the chief probation officer supervising pretrial services or designee(s) may authorize the pretrial services officer to disclose such pretrial services information as is necessary to permit a party at risk to take appropriate protective action prior to informing the judicial officer and the United States Attorney and prior to obtaining approval of the judicial officer. As soon as possible after such disclosure, the pretrial services officer must provide the judicial officer and the United States Attorney with notice of the danger, a description of the reasons for making immediate disclosure, and the information disclosed.

**G. Law Enforcement**

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

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

- (1) Investigation of a crime committed in the course of obtaining or maintaining pretrial release.
- (2) Investigation of a failure to appear for the criminal justice proceeding with respect to which pretrial services were provided.
- (3) Investigation of a violation of a condition of pretrial release.
- (4) Investigation of an instance of child abuse or neglect.
- (5) Protection of the defendant, law enforcement personnel, prison officials, or other care providers in circumstances in which an arrest is contemplated, defendant is to be confined, defendant has escaped, or other circumstances in which information must be disclosed to protect such persons or the public against any risk of harm presented by the defendant or to protect or provide necessary care to the defendant.

#### **H. Exculpatory Information**

- (1) The judicial officer may authorize the disclosure of pretrial services information if the judicial officer finds that there is a substantial likelihood that the information is material, exonerating on the issue of guilt, or germane to the issue of truth in an administrative, legislative, or judicial proceeding involving the defendant or a third party, and would not be otherwise available in such a proceeding.
- (2) A pretrial services officer may disclose any pretrial services information to the judicial officer in camera in any case in which the pretrial services officer believes that pretrial services information contains material that might be disclosed under subparagraph (1) of this section or in any case in which the defendant or a third party alleges that pretrial services information contains such material.

#### **I. Diagnostic or Treatment Information**

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

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

**J. Information of Benefit to Defendant**

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

**K. Status Information**

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

**L. Good Cause**

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