

**1. Is there a required section describing the bidder's experience and treatment philosophy?**

Yes.

As outlined in the Request for Proposal

Preparation of Background Statement (Attachment B)

1. Each offeror shall prepare and submit as part of its offer a BACKGROUND STATEMENT addressing the requirements in paragraphs 2.a. through d. below. (See Attachment B). The offeror shall identify all required documents included in the submitted proposal through the use of labeled tabs. 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. For Western Mass, do we have to accommodate clients in each county or can we ask them to travel to a central location in Hampden County?**

If the vendor who is awarded the contract has one location within the catchment area, clients will be required to travel to the vendor's location to participate in contracted services.

The catchment area described in Section C of the Request for Proposals refers to the geographical area in which a vendor can have one or multiple locations that could be used to perform the services contracted by the U.S. Probation Office.

**3. Is the vendor expected to arrange for client travel? Can clients use public transportation or does the vendor have to provide vehicle transportation? What is the reimbursement rate if the vendor provides this service?**

If the Request for Proposal in question solicits transportation for clients (project codes 1201 and 1202) under SECTION B - SUPPLIES OR SERVICES AND OFFEROR'S PRICES, public transportation may be utilized. Further, detailed in Section C:

The vendor shall provide:

Defendant/Offender Transportation Expenses (1202) for defendant/offender transportation to and from treatment facilities:

1. For eligible defendants/offenders 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 contracting officer or designee for reimbursement of alternative means of transportation accordance with the Judiciary Travel Regulations (JTR).

**4. Please clarify whether the Estimated Monthly Quantity (EQM) is per person or total for persons served.**

As outlined in the Request for Proposal:

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

However, depending on the type of project code EMQ values may differ.

**5. Please confirm that the vendor is responsible for collecting co-pays if authorized by USPO/USPSO. Also, please confirm that if the client is not able or willing to pay, the USPO/USPSO will assume the responsibility of being the payer of last resort.**

Copayment for insurance purposes will not be collected while an individual is under contract with the USPO/USPSO.

**G.4 Reimbursements or Copayments (Mandatory Requirement)**

a. The vendor shall not request or accept payment either directly or indirectly from the defendant/offender for services under this agreement unless the USPO/USPSO authorizes in writing partial or total payment by the defendant/offender for prescheduled individual services customarily provided by a physician or professional staff member.

(1) The USPO/USPSO shall evaluate the defendant/offender's financial status (e.g., employment) before authorizing defendant/offender payments to the vendor and shall notify the defendant/offender and vendor of the authorized defendant/offender payments in the program plan.

b. The vendor shall not submit invoices to the Government for services under this agreement where the vendor already has submitted invoices, or received payment for the same services from other sources.

In light of recent guidance from the Administrative Office, vendors shall not bill a client's insurance and US Probation simultaneously. Only after approved by US Probation shall a vendor change billing to either fully US Probation or a client's insurance provider.

**6. Please confirm that tele-medicine/tele-therapy are only allowed during COVID-19 restrictions or will it be possible to continue tele-medicine/tele-therapy post-COVID 19 restrictions?**

The use of telemedicine is authorized only during the duration of the COVID-19 crisis. At this time it will not possible to continue telemedicine services post-COVID-19 crisis

7. **Please confirm that the vendor can charge for no-shows as defined by the vendor solicitation documents and please explain how you include the No-Show factor in the unit price? (Is this based on the 5% no-show rate mentioned in the solicitations?)**

The vendor cannot charge for no-shows. The vendor responding to the Request for Proposal is responsible for determining whether or not they would like to include the “No-Show” factor into the unit price and at what amount that would be.

8. **Please confirm that the vendor is responsible for conducting urinalyses, sweat patch testing, and breathalyzer testing and that we can bill USPS/USPO.**

If the Request for Proposal solicits for urinalyses, sweat patch, testing, and breathalyzer testing, a vendor may bill the USPS/USPO for these services.

However, the vendor is only responsible for performing the services/project codes that are being solicited in the Request for Proposal. Any services that the vendor performs that are not solicited within the Request for Proposal, or are not authorized by the USPS/USPO via Program Plan 45, should not be billed to USPS/USPO as the vendor will not be reimbursed.

9. **Please confirm that the vendor can subcontract urinalysis, sweat patch, and breathalyzer testing.**

If the Request for Proposal solicits for urinalysis, sweat patch, and breathalyzer testing, a vendor may subcontract for these services. However, the vendor is only responsible for performing the services/project codes that are being solicited in the Request for Proposal. Any services that the vendor performs that are not solicited within the Request for Proposal, or are not authorized by the USPS/USPO via Program Plan 45, should not be billed to USPS/USPO as the vendor will not be reimbursed.

If the vendor would like to pursue subcontractor work for services being solicited for in the Request for Proposal, information for the subcontractor and staff qualifications must also be provided. It should be noted that the vendor is responsible for the subcontractors work as if it was provided by the vendor themselves.

Please see SECTION I - REQUIRED CLAUSES

Subcontracting Services that the vendor proposes to refer to other service providers shall be considered subcontracting. The vendor (prime contractor) may subcontract the provision of treatment services to other service providers (subcontractors). After award, any proposed subcontractor arrangements or changes to the existing subcontractor arrangements are subject to the Contracting Officer's approval, and shall be submitted in writing to the Contracting Officer at least 30 days in advance of the proposed subcontracting arrangement or change. The Contracting Officer will respond promptly with written approval or disapproval.

The prime contractor shall not refer defendants/offenders to any other vendor that has not been approved by the Contracting Officer in writing. The government

reserves the right to revoke approval of any subcontractor at any time that does not meet the requirements of this contract/agreement. The prime contractor is responsible to the judiciary for overall performance of the services required under this contract/agreement. If any services are subcontracted, the prime contractor shall ensure that the subcontractor is complying with the requirements of this contract/agreement, including the qualifications of any personnel providing services; the possession and 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.

**10. Who will have final authority to determine services, the clinician or USPO/USPSO (e.g. conditions of probation)?**

Based on the conditions set by the Judicial Officer in the U.S District Court, the USPO will authorize services via Program Plan Form 45 and it is expected that the vendor will provide those specific services as listed and described in the Statement of Work. At any time, if a clinician believes that different services are warranted, they must conference this with the USPO to determine mutually agreed upon services. If warranted, an amended Program Plan Form 45 will be generated and provided to the vendor so that new services can begin or end.

**11. How many referrals (per month/year) are anticipated for each of the following solicitations: 0101-2021-SO6, 0101-2021-SA7, and 0101-2021-MH8?**

As outlined in the Request for Proposal for the aforementioned solicitation numbers:

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