

## SECTION E - AGREEMENT ADMINISTRATION DATA

### E.1 Contact Point for Assistance

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

### E.2 Fiscal Records (Mandatory Requirement)

The vendor shall:

- a. Maintain its fiscal records according to generally accepted accounting principles.
- b. Keep and identify all financial records, that disclose the identity of any defendant/offender as **CONFIDENTIAL**.
- c. Keep all defendant/offender records associated with the agreement for three (3) years after the final payment date under the agreement, for Government inspection and review, except that the vendor shall keep defendant/offender records relating to litigation or settlement of claims arising out of the performance of this agreement, until final disposition of such appeals, litigation, or claims.

### E.3 Invoices (Mandatory Requirement)

The vendor shall:

- a. Submit an original copy of the invoice to the address listed in block 7 of the **Solicitation/Offer/Acceptance** in SECTION A, p.1 of the RFP. Additionally, the **Monthly Treatment Report, Daily Log, Urinalysis Log** and **Daily Travel Log** (if applicable) shall be submitted to the USPO/USPSO.
- b. Submit invoices monthly to arrive no later than the tenth (10th) day of the month for services provided during the preceding month.
- c. Use the Administrative Office invoice (Parts A and B), or a probation office local invoice form, approved by the Administrative Office, indicating:
  - (1) Individual defendant/offender names and identifying numbers, and
  - (2) Charges for each service, identified by its project code, as described in **SECTION C - STATEMENT OF WORK**, of this document.

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**Note:** The Administrative Office encourages computer generated billing and will accept a vendor's invoice form that contains the same information as the Administrative Office invoice. The vendor shall only submit invoices electronically in a manner approved by the Contracting Officer and in compliance with 45 C.F.R. § 164.302 to 164.318.

- d. Submit with the invoice a certification by an authorized official of the vendor that the invoice:
  - (1) Is correct and accurate to the best of his/her knowledge, and
  - (2) Includes only charges for services actually provided to defendants/offenders.
- e. The vendor shall submit separate invoices for services provided to pretrial services defendants and Bureau of Prisons inmates to the appropriate pretrial services or Bureau of Prisons office.
- f. The vendor may include the "No-Show" factor in the unit price charged for the following services. The vendor shall not include a charge for a "No-Show" as a separate item.

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

**Note:** A "No-Show" occurs when a defendant/offender does not show (and does not cancel with at least 24 hours advance notice) for a prescheduled service provided customarily by a physician or other professional staff member.

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

i. **Example:**

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

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

- j. The vendor shall include the cost of written reports and conferences with the USPO/USPSO in the prices for defendant/offender services unless the Program Plan authorizes them as part of a specific service (e.g., Intake Assessment and Report (2011), Psychological Evaluation and Report (5010)).
- k. The vendor shall include the cost of telephone contacts with defendant/offenders in the unit price for the services and shall not bill separately for these calls.

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

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

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- (1) The USPO/USPSO shall evaluate the defendant/offender's financial status (e.g., employment) before authorizing defendant/offender payments to the vendor and shall notify the defendant/offender and vendor of the authorized defendant/offender payments in the program plan.
- b. The vendor shall not submit invoices to the Government for services under this agreement where the vendor already has submitted invoices, or received payment for the same services from other sources.
- c. If the vendor has received any payments from insurance programs or other sources (e.g., state or local public assistance programs) for services for which the vendor has received payment from the Government under this agreement, the vendor shall reimburse the Government for these services.
  - (1) The USPO/USPSO may order reimbursement in the form of deductions from subsequent invoices according to USPO/USPSO instruction and the terms and conditions of this solicitation document.
  - (2) According to 18 USC 3672, the vendor may be required to reimburse the Director of the Administrative Office of the U. S. Courts in lieu of deducting payments from subsequent invoices.

#### **E.5 Government Furnished Property - (JAN 2003)**

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

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

#### **E.6 Provision 3-5, Taxpayer Identification and Other Offeror Information - (APR 2011)**

(a) Definitions.

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

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(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](#);

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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.