



**Federal Bureau of Prisons
Community Transitional Drug Abuse Treatment
Statement of Work
January 2004**

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Transitional Drug Abuse Treatment

Statement of Work

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1. **PURPOSE AND SCOPE.** The purpose of this statement of work (SOW) is to outline the Government's technical requirements for contractors who provide community transitional drug abuse treatment (TDAT) to federal inmates, in the custody of the Bureau of Prisons (Bureau), residing in a community corrections center (CCC) and/or placed on home confinement.

On occasion, the U.S. Probation Office may seek to use the same services for inmates under U.S. Probation Office supervision. The Regional Transitional Drug Abuse Treatment Coordinator (T-DATC) must approve these placements. The contract requirements set forth in this document prevail and Bureau personnel remain the primary contract administrators.

The scope includes community TDAT for federal inmates nationwide. All services and programs must comply with this SOW; the U.S. Constitution; all applicable federal, state, and local laws and regulations; applicable Presidential Executive Orders (EO); all applicable case laws, consent decrees, and Court Orders. Should a conflict exist between any of these standards, the most stringent will apply. When a conflict exists and a conclusion cannot be made regarding which standard is more stringent, the Bureau will determine which is appropriate. The contractor must comply with and carry out any applicable changes to Bureau policy, Department of Justice regulations, Congressional mandates, federal law, or EO.

Should the Government invoke such changes, the contractor retains its rights and remedies under the terms and conditions of the contract.

The Bureau reserves the right to enter into negotiations with the contractor to change the conditions or procedures in this SOW and contract.

The Bureau reserves the right to have various staff monitor contract performance. The Bureau reserves the right to conduct announced and unannounced inspections of any part of the facility at any time and by any method to assess contract compliance. The Bureau may investigate any incident pertaining to the performance of this contract. The contractor must comply and cooperate with the Bureau on all investigations, monitoring visits, inspections, and inquiries.

The contractor will submit any request for contract changes through the Transitional Drug Abuse Treatment Coordinator to the Contracting Officer (CO) for approval.

(Note: The terms contractor and treatment provider are considered synonymous and are used interchangeably throughout the document.)

2. **BUREAU RESIDENTIAL DRUG ABUSE TREATMENT PROGRAM (RDAP).** The Bureau has a three-phase treatment program. RDAP is so defined because the inmates who participate are housed together in a separate unit of the

prison reserved for drug abuse treatment. The program is typically 9 months in length with 3-4 hours of treatment a day and provides a minimum of 500 hours of drug abuse treatment.

In the first phase, RDAP provides intensive drug abuse treatment five days a week. When participants are not in treatment, the remainder of each day is spent in education, work skills training, recreation, and other inmate programs. Each RDAP is staffed by a doctoral-level psychologist who supervises drug abuse treatment staff. The second phase of RDAP is aftercare which is completed in the Bureau's non-residential program. It is required of all inmates who successfully complete the unit-based portion of RDAP. The focus of the aftercare component is to stress the cognitive and interpersonal skills learned in the unit-based portion of RDAP and to review the inmate's relapse prevention plan.

TDAT is the final component of the Bureau's RDAP. The Bureau recognizes the importance of, and need for, the continuation of drug abuse treatment when inmates transfer to a CCC or home confinement. This allows inmates to build on the treatment received in the institution and incorporate those philosophies into daily living in the community.

3. TARGET POPULATION.

a. Referral Population. The following types of inmates represent the TDAT population:

1) RDAP Participants. These inmates have participated in the institution portion of the RDAP and must complete TDAT in order to complete the program. These inmates will ordinarily be referred with clinical documentation, which is a summary of their in-prison treatment experiences, including a Diagnostic and Statistical Manual of Mental Disorders DSM-IV-TR (Text Revision), diagnosis, and recommendations from the prison-based clinician.

2) Enhanced Treatment Services (ETS): An inmate with a documented drug abuse problem who did not participate in RDAP may be required to participate in TDAT as a condition of their participation in a CCC. These inmates are as follows:

- ◆ **Intensive Confinement Center (ICC) Graduates.** These inmates have completed a military style boot camp program and have been transferred to a CCC. They have been identified as potentially needing drug abuse treatment. They have completed a course of drug education and have participated in a limited treatment regimen at the ICC. The CCC placement may be lengthy and they are to remain in treatment until the TDAT staff deems further treatment is no longer necessary.

- ◆ **MINT Participants.** These inmates participate in a MINT program from their sixth or seventh month of pregnancy and remain in a MINT facility for period of time to bond with the infant before returning to an institution to complete their sentence.
- ◆ **Juvenile Offenders.** These offenders are serving their sentences in federally contracted juvenile facilities.
- ◆ **Transfers.** TDAT staff may consider inmates who are institution transfers, who did not participate in RDAP, but may benefit from drug abuse treatment. Institution staff, the CCM, or CCC staff may also refer these inmates.

REQUIREMENTS FOR ETS. RDAP graduates are enrolled in TDAT automatically and have already met the eligibility requirements listed below. The determination to place ETS cases will be made by TDAT staff. ETS cases must meet all of the following eligibility criteria in order to participate in TDAT:

- ◆ The inmate must have a verifiable documented drug abuse problem and meet all the diagnostic criteria for substance abuse or dependence indicated in the DSM-IV-TR.
- ◆ The inmate must sign an agreement acknowledging his/her program responsibility.
- ◆ The inmate must have at least 90 days in the CCC or home confinement to participate in TDAT.

REQUIREMENTS CONTRACTOR MUST ADHERE TO:

Drug Treatment Services

INTAKE PROCESSING

4. **TDAT AUTHORIZATION.** The treatment provider will receive a copy of the TDAT Authorization from the T-DATC for each inmate containing information regarding the inmate's placement in the CCC and all clinical material from the inmate's in-prison experience that is available at the time of the referral. The TDAT Authorization will also provide guidelines for the number of counseling hours and types of services the inmate should receive from the treatment provider.

5. **INITIAL MEETING.** Within 10 working days of an inmate's arrival in

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the community, or within 10 days of receipt of the TDAT Authorization A, if received after the inmate's arrival in the community, the treatment provider must meet individually with each inmate. The purpose of the meeting is to acquire the inmate's signature on all appropriate paperwork, conduct an assessment, if authorized, and begin to develop a treatment plan.

The inmate will be held accountable for meeting with the treatment provider within 10 working days; however, the treatment provider and CCC staff also have an obligation to ensure contact is made with the inmate. The treatment provider must notify the TDAT staff via telephone or fax, within two working days of the initial meeting to verify that contact was made.

At the initial meeting the following should occur:

a. Bureau Authorization to Release Confidential Information Form:

At the initial meeting, and prior to the beginning of any interview or counseling, all inmates must complete a Bureau Authorization to Release Confidential Information Form. The treatment provider will ensure a copy, with all required signatures, is placed in the inmate's treatment file with a copy forwarded to TDAT staff. If the inmate refuses to sign the form, the initial meeting must be stopped and the provider must notify TDAT staff immediately

b. Assessment. TDAT staff determine if an assessment is needed based on the available material concerning the inmate's drug abuse treatment history. An assessment must be in narrative form and contain, at a minimum:

- ◆ significant background issues pertaining to family, relationships, health, mental health, social issues and employment,
- ◆ the inmate's criminal history,
- ◆ a summary of the inmate's involvement with drugs/alcohol (clearly indicate if use was within 12 months prior to arrest),
- ◆ a summary of the inmate's prior treatment experiences,
- ◆ a DSM-IV-TR diagnosis of abuse or dependence, and
- ◆ recommendations for treatment.

If an assessment is not authorized, an individual session may be authorized to complete an intake screening.

Treatment Documentation

6. PROGRAM PHILOSOPHY. The Bureau uses a cognitive behavioral approach following the basic assumption that regardless of an inmate's background or physical makeup, there is always a choice in one's behavior. Treatment should be individualized and should target the inmate's life

circumstances, criminality, and drug using behaviors.

Definitions/Examples -

a. Examples of life circumstances include: changing attitudes, reducing the anger/hostility level, improving family problem solving, improving skills in interpersonal conflict resolution, alleviating personal and circumstantial barriers to service (i.e., client motivation, environmental stressors), ensuring the inmate is able to recognize risky situations, and has a concrete and well rehearsed plan for dealing with those situations, replacing the skills of lying, stealing, and aggression with more pro-social skills.

b. Criminality include targeting of behavior changes such as: changing antisocial behavior and feelings, reducing antisocial peer associations, promoting familial communication, increasing self-control, self management, and problem solving skills, etc.

The Bureau has found these objectives mesh well with the traditional individual and/or group therapy, as well as pro-social skill-building techniques.

- ◆ The contractor must have a treatment philosophy that directly works in conjunction with the identified Bureau program philosophy.
- ◆ The contractor must have treatment approaches targeting the inmate's life circumstances, criminality, and drug using behaviors.
- ◆ The contractor must have documented experience working with the substance abuse inmate population and must understand the criminal justice system.

7. **TREATMENT PLAN**. The treatment plan must target criminality, life circumstances, and drug use in an attempt to instill pro-social behavior. A treatment plan must:

- ◆ be individualized and signed by the inmate,
- ◆ have a statement of the problems to be addressed,
- ◆ contain measurable, time-bound goals,
- ◆ have action/activity steps to achieve those goals, and
- ◆ be reviewed and updated as needed.

The treatment plan must be based on a formal, documented assessment or intake interview, and clinical information provided by the TDAT staff. The assessment and treatment plan should be sent to TDAT staff with the monthly bill no later than the second bill on which the inmate's name appears.

8. **COUNSELING SERVICES**. Counseling sessions should begin as soon as possible after the initial meeting has been completed. The treatment regimen must not exceed a combined total of four hours (8, 30-minute units) of:

- ◆ individual (project code 2010),
- ◆ group (project code 2020),
- ◆ family counseling (project code 2030),
- ◆ group family counseling (project code 2040)
- ◆ intensive outpatient counseling (project code 2080),
- ◆ mental health intake assessment and report (project code 5011),
- ◆ Mental Health Counseling/Individual Counseling (project code 6010)
- ◆ Mental Health Counseling/Group Counseling (6020)
- ◆ medication monitoring (project code 6051),

or any combination thereof, per week, without prior approval of TDAT staff.

The mental health intake assessment and medication monitoring may only be used for those inmates who participated in a dual-diagnosis RDAP or were on psychotropic medication while participating in RDAP. Medication monitoring is used to evaluate the efficacy of the medication, the need for laboratory testing, orders tests as indicated, and also to monitor the tests results making changes to the treatment regimen.

The treatment provider may recommend changes in the authorized services and/or frequency of treatment. TDAT staff must authorize any changes to the treatment regimen in advance, including stopping treatment.

9. **MONTHLY PROGRESS REPORTS (MPRs)**. The treatment provider must submit information on the progress of all inmates receiving treatment with the monthly bill. At a minimum, the MPRs should contain:

- ◆ progress toward meeting goals/objectives identified in the treatment plan,
- ◆ other pertinent issues affecting transition into the community, and
- ◆ reasons for missed appointments, both excused or unexcused.

The MPR may be the contractor's progress notes or similar material, if they address all areas listed above and specifically note progress on all treatment goals.

If the inmate is receiving medication monitoring from the contractor, the monthly progress report must include the name of the authorized practitioner who provided the medication monitoring, the date, length of

contact, and comments (i.e., adjustment, responsiveness, need for change in medication, etc.)

10. **TDAT TERMINATION REPORT**. A termination report must be completed for all TDAT participants, including failures and removals. The termination report should not focus on case management issues. The termination report should be in narrative form and address the following:

- ◆ date(s) of service,
- ◆ type of service (individual, group, etc.),
- ◆ presenting problems,
- ◆ overall progress on treatment plan,
- ◆ modalities of treatment provided,
- ◆ response to treatment,
- ◆ reason for failure or removal, if applicable,
- ◆ prognosis, and
- ◆ recommendations for continued treatment needs and ongoing issues.

The termination report must be completed and forwarded to the TDAT office and U.S. Probation Office, ordinarily 10 working days prior to the inmate's release date. TDAT staff will provide the name and address of the

U.S. Probation Officer contact. For inmates removed for disciplinary and/or administrative reasons, the termination report must also be sent within ten working days of the inmate's removal from treatment.

11. **FILE MAINTENANCE**. The treatment provider must maintain a treatment file for each inmate. Bureau treatment files must be maintained separately from non-Bureau files. The files should be maintained on-site, in a locked file cabinet. File material will be organized chronologically, and should be consistently organized in accordance with standard case management practices. The treatment provider should ensure their staff maintains complete confidentiality of all Bureau treatment records. The treatment file should include at a minimum the:

- ◆ TDAT Authorization,
- ◆ Bureau Authorization to Release Confidential Information Form,
- ◆ Treatment Provider's Treatment Contract (if applicable),
- ◆ Sign-in/Sign-out Log,
- ◆ Assessment,
- ◆ Treatment Plan,
- ◆ Monthly Progress Reports,
- ◆ In-Prison Clinical Material(if provided),
- ◆ Termination Report, and
- ◆ Chronological Contact Sheet.

Communication

12. **ACCOUNTABILITY**. Accountability is part of the treatment process and inmates are to be held responsible for the choices they make. The treatment provider must have a comprehensive inmate accountability program that ensures every inmate is accounted for while at the treatment provider's facility.

a. **Sign-in/Sign-out Log**. The contractor must maintain a sign-in/sign-out log sheet for each federal inmate. The log sheets must be maintained in each inmate's file and must contain:

- ◆ the inmates full name (printed or typed),
- ◆ the inmates register number,
- ◆ the session date,
- ◆ the starting and ending times of the session,
- ◆ the type of treatment, (i.e., assessment(A), individual(I), etc.) and
- ◆ the inmates signature after each session.

These documents will be reviewed during the monitoring of the contract. However, T DAT staff may request copies of these with the monthly bill.

b. **Inmate Behavior**. Certain behaviors require the treatment provider to document and notify T DAT staff and the CCC within 24 hours via telephone, or fax of the following:

- ◆ disruptive behavior, including violence and threatening statements,
- ◆ failure to participate, (e.g., sleeping, bad attitude, lack of motivation, failure to complete group work or homework, continued resistance to therapeutic process),
- ◆ illegal behavior, including illicit drug use,
- ◆ use of alcohol, and
- ◆ any other significant incidents indicating the inmate is not participating meaningfully in T DAT.

Missed appointments, (e.g., canceled, rescheduled, or broken appointments) must be reported to the CCC immediately.

The Bureau has a full range of disciplinary procedures developed for inmates in federal custody. A copy of the Bureau's rules and regulations can be obtained by accessing the Bureau website at www.bop.gov, click on FOIA/Policy, click on Inmate & Custodial Management, and click on Discipline and Special Housing Units.

13. **PARTNERSHIPS**. Strong partnerships between treatment providers, CCC community corrections staff, U.S. Probation Officers, and T DAT staff will create an effective support system for inmates and will enhance public safety.

a. CCC Staff. Communication between the treatment provider and CCC staff ensures that continuous inmate accountability and public safety are maintained. Regular contact (at least monthly) with CCC staff and other involved staff is essential. This may be accomplished through on-site visits to the CCC, CCC staff making on-site visits to the treatment provider, telephone contact, or treatment providers may request to be a member of the CCC's community relations board. CCC staff observe the inmate's daily behavior and can reinforce the importance of the treatment providers role.

b. U.S. Probation Office. The treatment provider is strongly encouraged to establish a relationship with the U.S. Probation Office in the district they service. The U.S. Probation Officer often has contact with the inmate's family and has other pertinent information which may assist the clinician to better serve the inmate. Additionally, the U.S. Probation Officer has a vested interest in the inmate since most inmates are released to a lengthy term of probation.

c. Contractor's Community Network. The contractor should have or demonstrate the ability to establish a community referral network (e.g., housing, medical, educational/vocational, etc.), that supports/complements the inmate's life circumstance, treatment, and transition to the community.

Administration

15. FACILITY REQUIREMENTS. The facility will meet all local zoning and fire codes. The contractor will provide, and have on site, documentation indicating necessary legal measures are taken to provide for continuity of service in the event of bankruptcy or incapacitation. The contractor will meet the filing requirements necessary to maintain its legal authority to operate.

The contractor's proposed site for services must not change without the approval of the Bureau, specifically, the contracting officer.

The treatment provider must ensure the counseling location meets the space requirements for the treatment population. The treatment provider will ensure the counseling rooms allow for confidentiality, are clean, are well-lit, are free from extraneous noise, are furnished with comfortable chairs, and are handicapped accessible. The intent of this requirement is to ensure the facility has an area conducive to individual or group counseling.

The treatment provider must ensure the facility has a fax machine and Internet (e-mail) access is strongly encouraged. If the treatment provider has e-mail capabilities they will not use the Internet to transmit or receive sensitive data or inappropriate information and must adhere to t

following guidelines:

- ◆ Information subject to the Privacy Act of 1974, (i.e., social security numbers, home addresses and phone numbers, marital status, race, religion, staff performance evaluations, and other personal information recorded in the Official Personnel File of staff or inmate files).
- ◆ Information that could be manipulated for personal profit or to hide the unauthorized use of money, equipment, or privileges.
- ◆ Investigative data.
- ◆ Proprietary data, (e.g., industry programming code or encryption algorithms, information compiled or developed for in-house use only, selected budgetary data, procurement bids, etc.).
- ◆ Information to which access is restricted to authorized personnel by law or directive.
- ◆ Information critical to the Bureau's operation and mission, (i.e., WIT information, lock and key data, gang or organized crime intelligence, emergency plans).
- ◆ Information subject to the Tax Reform Act of 1976, (i.e., personal income tax returns or information extracted from them).
- ◆ Grand jury information subject to the Federal Rules of Criminal Procedure, Rule 6(e), Grand Jury Secrecy of Proceedings and Disclosure.
- ◆ Information used by automated decision-making systems that have a high potential for financial loss.
- ◆ Information exempt from the Freedom of Information Act (FOIA), 5 U.S.C. 552a.
- ◆ Software or hardware manuals that provide information for system security features.
- ◆ Information specifically designated as "Limited Official Use."
- ◆ Other information that, if released, might cause harm to any person, adversely affect a federal program, or whose release is prohibited by law or regulation.

16. **FACILITY LICENSURE/CERTIFICATION.** The agency/facility providing substance abuse treatment services must be licensed/certified with the state alcohol and drug abuse authority in the state where the treatment program is located.

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If a treatment provider is providing services at a local CCC, the CCC must adhere to all state licensure requirements. The treatment provider must have a letter from the CCC's authorized negotiator stating they have permission to use the facility when they submit their proposal/bid for the contract.

17. **STAFFING**. Each program must establish limits on caseload size and group size to ensure effective individualized treatment. The program must justify the caseload size based on program design, characteristics and needs of the population served, and any other factors.

18. **CONTRACTOR LICENSURE**. The contractor will ensure a licensed/certified clinical professional (e.g., psychologist, social worker, etc.) with documented substance abuse training, or the agency must be a state licensed/certified agency to provide substance abuse treatment and employ the services of a certified addictions counselor (CAC), who provides or oversees the drug treatment services. The individual must be licensed/certified to provide substance abuse treatment in the state in which the services are provided.

All treatment practitioners providing services under this contract must have at least a:

- ◆ Bachelor's Degree in the behavioral sciences, with two years of experience as a substance abuse treatment professional, at least one of which involves treating the substance abusing inmate. Additionally, they must adhere to all state licensure requirements for providing substance abuse counseling.

OR

- ◆ Paraprofessional practitioners providing services under this contract must meet their state regulations for providing such services. They must be certified in the state where the services are provided and have at least three years experience, two of which involve treating the substance abusing inmate.

All treatment practitioners must have substance abuse experience and certifications, the Regional T-DATC may waive the requirement that an individual have experience working with the substance abusing inmate only. However, if waived, the practitioner must meet all requirements within two years of their entry into the position, not work in any supervisory capacity until requirements are met and work under the direct supervision of an individual who has staff supervisory responsibilities, and meets all listed requirements.

The contractor must provide regularly scheduled clinical supervision to staff counseling Bureau inmates. Supervision must be conducted and

documented by trained supervisory staff (e.g., clinical psychologists, certified treatment counselors, or certified master's level social worker). Documentation of these sessions must be maintained by the contractor and must be made available for review by Bureau personnel.

19. **STANDARDS OF EMPLOYEE CONDUCT.** The contractor cannot employ any individual to work with federal inmates who is under the supervision or jurisdiction of any parole, probation, or correctional authority.

The contractor will vouch potential drug counselors and all other employees working with federal inmates through references and employment checks. The contractor will require all employees working with federal inmates to provide complete details of any conviction records. Persons with previous criminal convictions, but who are not under court or parole supervision, may be considered for employment; however, the Bureau must approve employment of these individuals. The contractor must notify the proposed employees that a National Crime Information Center (NCIC), National Law Enforcement Telecommunication System (NLETS), fingerprints, criminal records, and other appropriate background checks may be processed by the Bureau to verify information on employment applications. In addition, the contractor will ensure the following standards of employee conduct are observed by all staff performing services under this contract:

a. The contractor will not display favoritism or preferential treatment of one inmate, or group of inmates, over another.

b. Contract employees must not deal with any inmate except in a professional relationship that will support the approved theory of treatment. Specifically, staff members must never accept for themselves or any member of their family, any personal gift, favor, or service from an inmate or from the inmate's family or close associate, no matter how trivial the gift or service may appear. All staff must report any violation or attempted violation of these restrictions to the program director; in addition, staff will not give any gifts, favors, or services to inmates, their families, or close associates.

c. Contract employees will not enter into any business relationship (e.g., selling, buying, or trading personal property) with any inmate or inmate's family, or employ them in any capacity.

d. Other than incidentally, contract employees will not have any outside contact with inmates, ex-inmates, or close associates, except those activities that are an approved, integral part of the program and a part of the employee's job description.

e. Contract employees will not engage in any conduct that is criminal in nature or that would bring discredit upon the contractor or Bureau. The contractor will ensure that the conduct of all employees is

above reproach, employees must avoid misconduct and the appearance of misconduct.

f. Any violation or attempted violation of the restrictions referred to in this section on Standards of Employee Conduct must be reported telephonically when the contractor becomes aware of the misconduct and in writing within five working days, including proposed action to be taken by the contractor, to the T-DATC. The Bureau will determine if the employee may continue to work with federal inmates. Any failure on the part of the contractor to report a violation and/or take disciplinary action against an employee, may subject the contractor to appropriate action, up to and including termination of the contract.

g. The contractor will notify employees of the standards of conduct and document this notification in personnel files.

h. Sexual abuse, assault, and misconduct impact both inmates and employees, as well as the orderly running of the program.

Sexual abuse, assault, and misconduct are defined as verbal or physical conduct of a sexual nature, welcome or not, directed toward an inmate by another inmate, staff member, agent or volunteer, of a government or private organization. This behavior must be prohibited by written policy. It is illegal and a violation of federal law. The contractor must immediately report all allegations of such behavior to the T-DATC.

The contractor will establish a local intervention protocol that offers the inmate immediate protection from an assailant.

20. **TRAINING**. The contractor should become familiar with RDAP and its curriculum. The facilitator guide can be obtained free from the National Institute of Corrections Information Center, 1-800-877-1461. The inmate journals may be purchased from The Change Companies, 1-888-889-8866.

a. RDAP Visit. With the approval and assistance of TDAT staff, the treatment provider should schedule a visit to a nearby Bureau institution with a RDAP or invite Bureau institution staff to their facility for cross training within three months of award of the contract. TDAT staff will also provide training for the contractor, via on-site visits, memorandums, telephone calls, etc.

b. Bureau Regional Contractor's Training. For all major (50 or more inmates per year) and moderate (49-20 inmates per year) use contracts, at least one key staff member must attend the regional contractor's training conducted by the Bureau. Minor (19-1)use contracts are encouraged to participate in the regional contractor's training as well. Ordinarily, the training is held every two years. All cost associated with this requirement will be the responsibility of

the treatment provider and should be factored into the contract cost.

c. Continuing Education. In addition, the contractor must provide or allow treatment staff to participate in annual clinical training. This ensures that treatment staff are aware of the latest approaches to therapeutic interventions.

A training file should be maintained on each staff member documenting training events and/or outside training and education.

21. **BILLING**. The contractor must have a method in place to accept electronic payment for all services rendered. The treatment provider should ensure all services rendered pursuant to this SOW, are accounted for and billed for on a monthly basis. For small contracts, quarterly billing is acceptable with the approval of TDAT staff. By the 10th of each month, unless otherwise authorized by TDAT staff, the treatment provider must submit an invoice. The invoice will include dates of service, types of service provided, the inmates receiving specified services, and the total costs of services. In addition, the contractor must provide assessments, and Monthly Progress Reports for each inmate for whom services were provided during the month. The TDAT staff may also request the sign-in/out sheets for each inmate be included in the monthly bill. Failure to provide the necessary documentation in a timely manner may result in a delay of payment.

BILLING DEFINITIONS.

Assessment (2011): One comprehensive diagnostic interview and a written report. Assessment services will not be reimbursed prior to receipt of the report.

Individual Counseling (2010): One client, ordinarily no less than 30 minutes in length. Price is per 30 minute session.

Group Counseling (2020): Two or more clients, ordinarily no less than 30 minutes in length. Price is per 30 minute session.

Family Counseling (2030): Two or more family members, ordinarily no less than 30 minutes in length. Price is per 30 minute session.

Group Family Counseling (2040): Two or more families with client attendance optional, ordinarily no less than 30 minutes in length. Price is per 30 minute session.

Intensive Outpatient Counseling (2080): One or more clients, allowing the client to reside at the CCC and work while receiving treatment. Individual or group counseling sessions, ordinarily no less than three hour sessions, three to five days per week.

Mental Health Intake Assessment and Report (5011): One comprehensive diagnostic interview, and a written report within five days of the treatment provider's first contact with the client. The report should provide mental status examination and treatment recommendations. Price is per client.

Mental Health Counseling/Individual Counseling (6010): One client, ordinarily no less than 30 minutes in length. Price is per 30 minute session.

Mental Health Counseling/Group Counseling (6020): Two or more clients, ordinarily no less than 30 minutes in length. Price is per 30 minute session.

Medication Monitoring (6051): Price is per visit to evaluate the efficacy of the medication. The MPR should indicate the authorized practitioner who provided the medication monitoring, the date, service code, length of contact, and comments (i.e., adjustment, responsiveness, need for change in medication, etc.). This service must be provided by a board certified or board-eligible member of the American Board of Psychiatry or the American Osteopathic Board of Neurology and Psychiatry, and/or meets the standards of practice (i.e., academic training, residency, etc.) established by his/her state's professional regulatory board, or other qualified practitioner (i.e., Licensed/Certified Nurse Practitioner/Specialist) with prescriptive authority who meets the standards of practice established by his/her state's professional regulatory board.

Bureau Administration of Contract

22. **BUREAU INSPECTIONS (MONITORINGS)**. TDAT staff will monitor the contractor's performance, via on-site visits, telephone contact, or review of the paperwork submitted by the contractor. The monitoring of a contractor's performance is a continuous, on-going, routine process, and is not limited to formal monitoring visits to the facility. The purpose of Bureau monitorings is to ensure the contractor is in compliance with contract requirements, and that fraud, waste, abuse, mismanagement, and illegal acts are prevented.

- ◆ The Bureau and its representatives, have the right at all reasonable times to inspect, monitor, or evaluate the work the treatment provider has performed or is performing under the agreement.
- ◆ The Bureau may conduct on-site reviews, without prior notice to the treatment provider to include a review of client case files, all clinical notes, and all financial records pertaining to the treatment provider's performance.

Contractors will receive a monitoring report addressed to their authorized representative. The monitoring report requires a response to the areas found to be non-compliant (deficiencies) within 30 days of receipt, unless the issue(s) warrants a more immediate response. The treatment provider's response must indicate that areas of non-compliance have been corrected or must include a plan, with acceptable timetables, to correct the deficiencies identified. The monitoring is considered closed when TDAT staff sends a written response indicating the monitoring is closed and all corrections or plans are acceptable.

If the treatment provider is found to be non-compliant in an area prior to or in between an official monitoring being completed, TDAT staff will address all issues in writing to the contractor. The contractor must respond in the same manner as outlined above.

23. **REPEAT DEFICIENCIES**. If the contractor receives a repeat deficiency, a response to TDAT staff, with a copy to the contracting officer, specifically addressing the repeat deficiency is due no later than five calendar days after receipt of the report. The response must describe the measures and internal controls to be implemented ensuring the problem will not occur again. Additionally, the contractor must explain why the problem was not corrected after the prior monitoring.

24. **CONTRACTOR EVALUATION FORM (CEF)**. TDAT staff will complete a CEF (Attachment A) for each contract at the end of each 12 month performance period (i.e., the contract was awarded on October 1, 2003, the CEF is due within 30 days of October 1, 2004). The CEF transmits a rating based on an assessment of the contractor's performance, indicating both positive and negative attributes, which have already been communicated to the contractor during the rating period through monitoring reports, memorandums, telephone contact, etc.

TDAT staff will assess the contractor's performance in three areas:

- ◆ **Drug Treatment Services** - timeliness in conducting intake screenings and/or assessments, quality of counseling services, quality of treatment related documents (i.e., assessments, treatment plans, monthly progress reports), ability to deliver services compatible to the Bureau's philosophy and approach, ability to provide appropriate counseling space, and adherence in providing the type and frequency of counseling services as directed by the Bureau.
- ◆ **Communication** - flexibility, pro-activeness, professionalism, and cooperation in their relationships with TDAT staff, CCCs, and the U.S. Probation office; and compliance in reporting accountability issues, behavior concerns, and staffing difficult cases timely with TDAT and CCC staff.

- ◆ **Administration** - accuracy and timeliness of bill submissions, maintenance of inmate treatment files, responsiveness to requests and technical direction as provided by TDAT staff, compliance with licensure and certification requirements of all staff providing services to Bureau inmates, and participation in Bureau contractor training events.

A rating is determined as follows:

- ◆ **Excellent - (27-30)**. The contractor has consistently exceeded the terms and conditions of the contract. Improvements are not needed.
- ◆ **Good - (23-26)**. There are few, if any, problems with the contractor's performance. The contractor is generally operating within the terms and conditions of the contract. Only minor improvements are needed.
- ◆ **Fair - (19-22)**. There are significant problem(s) with the contractor's compliance with the contract requirements. However, the contractor is responsive to the Bureau and applies corrective measures within specified time frames. Several improvements are on-going.
- ◆ **Poor - (15-18)**. There is a major problem(s) with the contractor's performance. The contractor has been notified in writing as to the problem areas and given a specific time frame in which to remedy the situation. The contractor is marginally responsive.
- ◆ **Unsatisfactory - (0-14)**. There is a major problem(s) with the contractor's performance which the contractor has not remedied, cannot remedy, or refuses to remedy. The contractor is not performing in accordance with the terms and conditions of the contract. The contract should not continue.

The rating is calculated by totaling the scores in the three areas: drug treatment services, communication, and administration. This results in an overall score and will fall within the numeric range associated with the rating.

Upon receipt, the contractor must acknowledge receiving the CEF by signing the form and returning it within 30 calendar days from receipt. The contractor may provide comments regarding the rating received by attaching those comments to the form.

If the contractor appeals the rating, a supervisory contracting officer will review the CEF and the contractor's rebuttal comments. A final decision will be made by the supervisory contracting officer.

25. **WITHHOLDING AND REIMBURSEMENTS.** In the event the contractor fails to meet obligations agreed to during contract negotiation and award, there may be monetary withholdings. The following are examples of why monetary withholdings may occur:

a. In the event a treatment provider is authorized to change sites or locations, the provider should be required to reimburse the Bureau for all reasonable costs associated with the disruption of services to clients due to the offeror's change in location. Failure to reimburse the Bureau within 10 calendar days of written notification can result in a withholding.

b. When the treatment provider fails to respond to monitoring reports or repeatedly fails to correct documented deficiencies, the Bureau may increase the number of on-site visits, and charge the provider for the reasonable costs associated with these visits. If the Bureau must repeatedly visit the program above and beyond the routinely scheduled activity of monitoring and training, the treatment provider will be required to reimburse the Bureau for all reasonable costs associated with providing technical assistance, training, and oversight required to improve the treatment provider's performance to a satisfactory level. These costs must be deducted from the monthly billing to the Government.

The above stipulations do not modify nor waive the rights of the Bureau to terminate a contract for default under the terms and conditions of the contract.

ATTACHMENTS

ATTACHMENT A -

.....CEF

LIST OF BUREAU FORMS
(Provided by Regional TDAT Staff)

Bureau Form - Authorization to Release Confidential Information
Transitional Drug Abuse Treatment (TDAT) Authorization

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BP-S760.053 **TRANSITIONAL DRUG ABUSE TREATMENT** CDFRM

AUG 03 **CONTRACTOR EVALUATION**

U.S. DEPARTMENT OF JUSTICE

FEDERAL BUREAU OF PRISONS

CONTRACTOR EVALUATION REPORT	CONTRACT PERIOD:	BASE YEAR _____ or OPTION YEAR # _____	
	REPORTING PERIOD:	FROM:	TO:

1. CONTRACT NAME/ADDRESS

2. CONTRACT NUMBER	3. SENTRY CODE	4. CONTRACT AWARD DATE	PLACE OF PERFORMANCE
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6. COTR RATING the CEF (print name)

7. SIGNATURE AND DATE

8. Consider both positive and negative attributes in the following areas: (Rate each category according to the allowable points listed for each category.)

<p>(1) Drug Treatment Services. Rate the contractor's timeliness in conducting intake screening and/or assessments, quality of counseling services, quality of treatment related documents (i.e., assessments, treatment plans, monthly progress reports), ability to deliver services that are compatible to the Bureau's philosophy and approach, ability to provide counseling space conducive to counseling, and their adherence in providing the type and frequency of counseling services directed by the Bureau.</p> <p>COMMENTS: _____</p>	0-10
<p>(2) Communication. Rate the contractor's flexibility, pro-activeness, professionalism, and cooperation in their relationships with TDAT staff, community corrections centers (CCCs), and the U.S. Probation Office. Rate the contractors compliance in reporting accountability issues, behavior concerns, and staffing difficult cases timely with the TDAT and CCC staff.</p> <p>COMMENTS: _____</p>	0-10
<p>(3) Administration. Rate the contractor's accuracy and timeliness of the bill submissions, maintenance of inmate treatment files, responsiveness to requests and technical direction as provided by the TDAT staff, compliance with licensure and certification requirement of all staff providing services to Bureau inmates, and participation in Bureau contractor training events.</p> <p>COMMENTS: _____</p>	0-10

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9. ADJECTIVAL RATING: _____

- EXCELLENT** The contractor has consistently exceeded the terms and conditions of the contract.
(27-30) Improvements are not needed.
- GOOD** There are few, if any, problems with the contractor's performance. The contractor is generally operating within the terms and conditions of the contract. Only minor improvements are needed.
(23-26)
- FAIR** There are significant problem(s) with the contractor's compliance with the requirements of the contract. However, the contractor is responsive to the Bureau and applies corrective measures within specified time frames. Several improvements are on-going.
(19-22)
- POOR** There is a major problem(s) with the contractor's performance. The contractor has been notified in writing as to the problem areas and given a specific time frame in which to remedy the situation. The contractor is marginally responsive.
(15-18)
- UNSATISFACTORY** There is a major problem(s) with the contractor's performance which the contractor has not remedied, cannot remedy, or refuses to remedy. The contractor is not performing in accordance with the terms and conditions of the contract. The contract should not continue.
(0-14)

10. (Additional comments may be provided by the Bureau if warranted.)

RMT REPRESENTATIVE SIGNATURE (Print/Sign Name)	DATE
11. CONTRACTOR'S SIGNATURE (Print/Sign Name)	
12. CONTRACTING OFFICER SIGNATURE (Print/Sign Name)	DATE

(Contractor shall acknowledge receipt of the adjectival rating by completing block No. 11. and the form shall be returned to the Bureau. The contractor may attach comments, regarding the rating, to the form.) Original: Official contract file maintained by Contracting Officer

cc: Community Corrections Branch, Field Office File/TDAT, Contractor

(This form may be replicated via WP)

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