



# Wexford County

## BOARD OF COMMISSIONERS

*Gary Taylor, Chair*

### NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, August 02, 2023, beginning at 4:00 p.m. in the Commissioners Room, third floor of the Historic Courthouse, located at 437 E. Division St., Cadillac, Michigan.

### TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLIEGIANCE
- D. ADDITIONS/DELETIONS TO THE AGENDA
- E. APPROVAL OF THE AGENDA
- F. EMPLOYEE RECOGNITION
- G. PRESENTATION AND REPORTS
  - Area Agency on Aging of Northwest Michigan – Heidi Gustine, Executive Director..... 1
- H. PUBLIC COMMENT  
*Designated for topics on the agenda only.*
- I. CONSENT AGENDA  
*The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission may ask that any item on the consent agenda be removed therefrom and placed elsewhere for full discussion. Such requests will be automatically respected. If any item is not removed from the consent agenda, the action noted on the agenda is approved by motion of the Commission to adopt the consent agenda.*
  - 1. Approval of the July 19, 2023 Regular Meeting Minutes ..... 9
- J. AGENDA ITEMS
  - 1. Resolution 23-14 Opposing State of Michigan Sanitary Code (HR/PS 07/25/2023) ..... 14
  - 2. On-Call Non-Attorney Magistrate Compensation (Finance 07/26/2023) ..... 16
  - 3. On-Call Pay Rate Increase for Juvenile Officers (Finance 07/26/2023) ..... 17
  - 4. Enhanced Outpatient Programming Proposal (Finance 07/26/2023) ..... 18
  - 5. Central Dispatch Vehicle Request (Finance 07/26/2023)..... 22
  - 6. My Community Dental Centers Lease Agreement (07/26/2023)..... 28
  - 7. MEI Special Consideration Request (Finance 07/26/2023) ..... 41
  - 8. Community Corrections Substance Abuse Testing Services (Finance 07/26/2023) ..... 42
- K. ADMINISTRATOR’S REPORT
- L. CORRESPONDENCE
- M. PUBLIC COMMENT  
*Open for any public comments.*
- N. LIAISON REPORT
- O. BOARD COMMENTS
- P. CHAIR COMMENTS
- Q. ADJOURN

*In compliance with the Americans with Disabilities Act, persons with physical limitations that may tend to restrict access to or participation in this meeting should contact the County Administrator’s office (231-779-9453) at least twelve (12) hours prior to the scheduled start of the meeting.*

# Annual Report - FY 2022

October 1, 2021 - September 30, 2022



Area Agency on Aging  
of Northwest Michigan

Dignity. Independence. Choice.

G.



Prepared by:  
Heidi Gustine  
Executive Director

Our mission is to serve and advocate for older persons, adults with disabilities and caregivers by supporting their independence, dignity, and quality of life. **1**

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**Dignity. Independence. Choice.**

## Executive Director Message



**Heidi Gustine, MPA**

There are decades where nothing happens; and there are weeks where decades happen," has been a way of life these past several years. After more than two years of living in pandemic conditions, not to mention wild news cycles, I've come to realize that 2022 was the year we started to find a new normal as an Agency.

We would not have accomplished this without the leadership of our Board Executive Committee, Pam Niebrzydowski (Board Chairperson), Rebecca Barr (Vice Chairperson), and David White (Treasurer). They led through the pandemic, through organizational trials and tribulations, and everything in between. I recently spoke with each of them about their experiences on the Executive Committee over the last few years.

Niebrzydowski has been involved with AAANM for over fifteen years, beginning on the Board of Advisors and then serving on the Board of Directors. When asked about the last two and a half years as Board Chairperson, Pam remarked, "We now earmark time with before and after the pandemic. We always found a way forward to make it work. The staff have had a willingness to do whatever was needed to get the job done, even when treading water sometimes. Don't ever lose sight of what your mission is, and you'll never go wrong."

Barr also has been with AAANM for over fifteen years, beginning on the Board of Advisors and then joining the Board of Directors. The pandemic and moving to virtual meetings were hard changes for her. She finds great satisfaction in building relationships with other Board members and seeing the staff. Reflecting upon the last few years, Rebecca said that she has enjoyed the Executive Committee and being a sounding board as the Agency navigated changes and issues.

White joined the AAANM board in 2019, shortly before the pandemic began. In describing the Executive Committee, White said, "Of the three of us, I was the least experienced. Pam and Becca had more history with the Agency and more medical experience. But as a former city manager, I had more administrative and financial experience. We listened to each other and deferred to each other. We knew each other's strengths. The organization continued to serve the seniors in our area. That has always been our number one goal – to serve people. It's not about us. It's about them."

And so, with great admiration, I want to extend my deep gratitude to Pam Niebrzydowski, Rebecca Barr, and David White for their above and beyond leadership and service during these unprecedented times. Please join me in celebrating them.

## About Area Agency on Aging of Northwest Michigan

AAANM is a private, nonprofit agency designated as an Area Agency on Aging in 1974 by the Bureau on Aging, Community Living and Supports (ACLS). Operating under the framework of the Federal Older Americans Act and the State Older Michigianians Act, AAANM is responsible for developing, managing and funding a comprehensive system of services for older adults.

As one of more than 670 Area Agencies on Aging nationwide, and one of 16 AAAs in Michigan, AAANM serves ten counties located in northwest lower Michigan including: Antrim, Benzie, Charlevoix, Emmet, Grand Traverse, Kalkaska, Leelanau, Manistee, Missaukee, and Wexford.



## FY 2022 Audited Financial Summary

Revenues	Dollars	Expenses	Dollars
MI Choice Medicaid Waiver	\$12,873,119	MI Choice Medicaid Waiver	\$13,288,851
Federal Support	\$4,308,984	Community Services	\$2,246,046
State Support	\$1,920,619	Home Delivered Meals	\$1,852,203
Local Cash	\$139,685	Congregate Meals	\$505,905
In-kind Contributions	\$11,612	Care Management	\$800,075
Program Income	\$905	Admin/Support/Planning	\$445,205
Interest Income	(\$78,178)	Other (In-House Programs)	\$368,892
Other	\$0	Program Development	\$58,318
<b>TOTAL</b>	<b>\$19,176,746</b>	<b>TOTAL</b>	<b>\$19,565,495</b>

Program Participant - "I am able to stay in my own home (with help) and that is the most important thing to me."

## Services and Support Summary

Direct Services	Units	Participants
• Elder Abuse Prevention (hours)	101	n/a
• Gap Filling	n/a	202
• Information and Assistance (contacts)	3,249	n/a
• Long Term Care Ombudsman*	n/a	n/a
28 cases / 55 complaints		
• Medicare/Medicaid Assistance Program (contacts)	4,439	n/a
• Options Counseling		67

\*Activities include 48 facility visits, 128 information and assistance to facility staff/individuals, 1 participation in facility surveys, participation in 6 resident council meetings and 49 trainings attended.

Contracted Services	Units	Participants
• Adult Day Health (hours)	1,728	10
• Kinship Caregiver Supplemental Services	n/a	17
• Congregate Meals (meals)	89,846	5,103
Carry-out (meals)	57,741	n/a
• Home Delivered Meals (meals)	409,214	2,586
• Legal Assistance (hours)	946	238

AAANM contracts Federal Older Americans Act and State Older Michiganians Act funding to organizations serving Region 10. The following organizations received contracted funding in FY 2022.

- Antrim County Commission on Aging
- Benzie Senior Resources
- Charlevoix County Commission on Aging
- Child & Family Services of Northwestern Michigan
- Friendship Centers of Emmet County
- Kalkaska County Commission on Aging
- Legal Services of Northern Michigan
- Manistee County Council on Aging
- Northwest Michigan Community Action Agency
- Wexford County Council on Aging



Thank you to our community partners for helping our team serve Northwest Michigan.

# Care Connections Summary

Care Connections refers to a group of programs that offers individuals the support they need to remain living in the community. Supports Coordinators (nurses and social workers) help individuals understand and access the care options available.

## Care Management Program

Empowers individuals to live at home rather than a nursing facility. Must be 60 years of age or older, have difficulties performing Activities of Daily Living (ADLs), and need assistance coordinating community resources. Experienced nurses and social workers help individuals identify personal needs and develop a plan of care.

## Community Transition Services

Assists individuals 18 or older with moving from a nursing facility back into a home setting. Must be eligible to have Medicaid pay for long term care services.

## MI Choice Medicaid Waiver Program

Provides individuals with care and services to live in the community rather than a nursing facility. Must be 18 years or older, eligible for nursing home admission and qualify for Medicaid to pay for long term care.



## Caregiver Respite

Provides relief for primary caregiver/s by caring for and supporting eligible participants with companionship and assistance with ADLs.

Program	Participants
Care Management	273
Case Coordination & Support	38
Caregiver Respite	3
MI Choice Medicaid Waiver	492
Community Transition Services*	63
Veterans Services	1

\*unduplicated initiated referrals



Program Participant - "I was barely existing and secluded. I have no family & AAA makes me feel someone cares. It's wonderful to have support and I appreciate all that is done for me. I feel confident and happier with your help and actually managing my life now."

## Care Connections Summary

Purchased Services	Care Management
Adult Day Health (hours/participants)	753/2
Chore (participants)	2
Friendly Reassurance (hours/participants)	918/12
Homemaking (hours/participants)	111,367/106
Nutrition Supplements (participants)	15
Personal Care (hours/participants)	15,144/88
Personal Emergency Response Systems (participants)	117
Private Duty Nursing/Medication Management (hours/participants)	1,155/68
Respite Care (hours/participants)	2,010/27
Specialized Medical Equipment and Supplies (participants)	29
Transportation (participants)	61



Purchased Services	MI Choice Medicaid Waiver
Adult Day Health (hours/participants)	45/3
Chore (participants)	44
Community Living Supports (hours/participants)	466,232/451
Environmental Accessibility Adaptions (participants)	3
Home Delivered Meals (meals/participants)	15,689/82
Nutrition Supplements (participants)	88
Personal Emergency Response Systems (participants)	137
Private Duty Nursing/Medication Management (hours/participants)	21,021/56
Respite Care (hours/participants)	344/6
Specialized Medical Equipment and Supplies (participants)	86
Transportation (participants)	157



Program Participant - "This is my lifeline and without the help I receive from my extremely dedicated supports coordinator and her patience I really wouldn't have survived and won't continue to survive."



## Area Agency on Aging of Northwest Michigan



The Area Agency on Aging of Northwest Michigan receives funding through the Bureau of Aging, Community Living, and Supports, county units of government and donations from participants, caregivers and the general public. Services through the MI Choice Medicaid Waiver and Community Transitions Programs are paid for by the Michigan Department of Health and Human Services and the Centers for Medicare and Medicaid Services.



“My face carries all my memories. Why would I erase them?”

Diane Von Furstenberg,  
from “The Woman I  
Wanted to Be,” 2014



1-800-442-1713 or 1-231-947-8920



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Traverse City, Michigan 49686



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[aaanm.org](http://aaanm.org)



[facebook.com/AAANMregion10](https://facebook.com/AAANMregion10)

**WEXFORD COUNTY BOARD OF COMMISSIONERS**  
Regular Meeting \* Wednesday, July 19, 2023

Meeting called to order at 4:00 p.m. by Chairman Taylor.

Roll Call: Present- Commissioners Jason Mitchell, Michael Musta, Ben Townsend, Kathleen Adams, Michael Bush, Jason Baughan, Brian Potter and Gary Taylor.

Absent- Julie Theobald.

Pledge of Allegiance.

**Additions/Deletions to the Agenda-**

**ADD: J.10.** County Child Care Fiscal Year 2024 Budget

**Approval of the Agenda**

**MOTION by Comm Musta, seconded by Comm Bush to approve the agenda, as amended.**

All in Favor.

**Public Comment**-None

**Employee Recognition**- None.

**Presentation and Reports**- None.

**Consent Agenda**

- 1. Approval of the July 5, 2023 Regular Meeting Minutes  
**MOTION by Comm Musta, seconded by Comm Bush to approve the Consent Agenda.**

All in favor.

**Agenda Items**

- 1. Purchase Order Server Replacement Sheriff's Office  
**MOTION by Comm Adams, seconded by Comm Musta to approve the Sheriff's Office to purchase three replacement servers from our current I.T. vendor, VC3, in an amount not to exceed \$20,422.00.**

**Roll Call: Motion Passed 8-0.**

- 2. Cadillac Janitorial Contract Extension  
**MOTION by Comm Baughan, seconded by Comm Bush to approve authorizing the Chairman to sign a letter extending the Janitorial Services Agreement with Cadillac Janitorial for a one-year period, taking the new expiration date to July 31, 2024..**

**Roll Call: Motion Passed 8-0.**

3. Kalkaska County Inmate Housing Agreement  
**MOTION by Comm Baughan, seconded by Comm Potter to approve the attorney-accepted agreement with Kalkaska County for housing Kalkaska County prisoners through December 31, 2024, and authorize the Chairman to sign the agreement.**

Comm Adams asked if this was the same agreement as before. Administrator Porterfield explained that there were a few changes made that were recommended by the attorney.

**Roll Call: Motion Passed 8-0.**

4. Real Estate Agreement  
**MOTION by Comm Musta, seconded by Comm Bush to approve the Real Estate Sales Agreement between the County and Thomas and Amy Schmid for the purchase of parcel 10-088-00-024-00 in the amount of \$9,000.00 utilizing ARPA funds and authorize the Chairman to sign the agreement.**

**Roll Call: Motion Passed 8-0.**

5. Fairground Sewer Replacement  
**MOTION by Comm Baughan, seconded by Comm Bush to approve the estimate from Franke Septic Tank Service, LLC in an amount not to exceed \$25,000 for the replacement of the sewer line at the fairgrounds utilizing ARPA funds and to waive the sealed bid process in accordance with Section I.5. of Policy D-1.0 Purchasing, Contracts and Sales.**

Comm Musta pointed out that this was originally put out for bids, and they only received one for over \$1 million. No one else had bid it. Franke will begin work on Tuesday.

**Roll Call: Motion Passed 8-0.**

6. Prein & Newhoff Environmental Study.  
**MOTION by Comm Adams, seconded by Comm Musta to approve the Professional Services Agreement in the amount of \$3,900 with Prein & Newhof for an Environmental Study on parcel 10-088-00-024-00 utilizing ARPA funds.**

**Roll Call: Motion passed 8-0.**

7. Register of Deeds Scanning Project  
**MOTION by Comm Musta, seconded by Comm Baughan to approve the proposal from US Imaging, Inc. and grant the Register of Deeds Office \$20,000 from ARPA funds to be used towards record conversion scanning and to waive the sealed bid process in accordance with Section I.5. of Policy D-1.0 Purchasing, Contracts and Sales.**

**Roll Call: Motion passed 8-0.**

8. Friend of the Court IV-D Reimbursement Application 2024  
**MOTION by Comm Bush, seconded by Comm Musta to approve the Friend of the Court’s IV-D Cooperative Reimbursement Program application for Fiscal Year 2024.**

**Roll Call: Motion passed 8-0.**

9. Budget Amendment  
**MOTION by Comm Musta, seconded by Comm Bush to approve the budget amendments dated July 19, 2023.**

**Wexford County Board of Commissioners  
 Amendments to the 2023 Budget Log**

BOC Meeting Date	Acct	Acct Description	Revenue	Expense
2023-07-19	101-301-			(\$10,211.00
	702.03	Permanent Employees		)
	101-301-			\$
	802.00	Computer Services		10,211.00
	101-351-			(\$10,211.00
	702.03	Permanent Employees		)
	101-351-			\$
	802.00	Computer Services		10,211.00
<b>Comment/Reasoning:</b> Server equipment purchase at the Sheriff's Office				
2023-07-19	295-000-			\$
	800.00	Contracted Services		1,984.56
	295-000-			\$
	932.00	Vehicle Maintenance and Operations		1,984.56
<b>Comment/Reasoning:</b> Purchase of new RICOH Printer for Veterans Services				

**Roll Call: Motion passed 8-0.**

10. County Child Care Fiscal Year 2024 Budget  
**MOTION by Comm Baughan, seconded by Comm Musta to approve the County Child Care Fiscal Year 2024 Budget in the amount of \$695,872.68 and authorize the Chairman to sign.**

Comm Potter asked if this had to do with the change from 50 to 75. Administrator Porterfield explained that this is an application that needs to be completed by August 1<sup>st</sup>.

**Roll Call: Motion passed 8-0.**

**Administrator’s Report-**

Administrator Porterfield explained that they are starting the budget process. He met with Corinna today regarding the changes for the chart of accounts. He has a meeting scheduled with the Emergency Manager and legislatures regarding the bridges collapsing. There is also a meeting scheduled with the Fairgrounds to discuss a new tractor purchase.

### **Correspondence-**

#### **Public Comments-**

Jason Grames is interested in getting a property that used to be used for summer camps cleaned up. He looked online, and it appears as if it is owned by the City of Cadillac. It is a beautiful piece of property, but there is lots of garbage that needs to be cleaned up. He is hoping to get some support or grant funding to clean it up and possibly turn it into a recreation area.

Jami Bigger wanted to let the Board know that there was a previous issue with the payments to employees using ARPA funds that required the payments to be completed in April when the pandemic was declared over. There were agreements drafted for the Unions so that the payments could go on as continued, and with the previous motion made by the Board, a new motion was not needed.

Jackie Erway informed the Board the sewer bill was not approved in Lansing. Governor Whitmer is utilizing funding to low income and more diverse areas. The Lake Mitchell Sewer Board has asked for replacement appointments to be made from Cherry Grove Township. They are also concerned about the lake levels falling and no preventative measures being taken.

#### **Liaison Reports-**

Comm Townsend attended the library meeting in Manton. The location of the new library has been moved to the VFW Hall and should begin soon. He reminded everyone that Wings and Wheels is coming back to the airport where the new manager has been doing a great job of getting 35 booths of aviation set up.

Comm Potter is still liaison to the morgue board, but that board is still pretty dead.

Comm Taylor reminded everyone of the Veteran's Expo coming up on August 5<sup>th</sup>. He also attended a Council on Aging meeting where they are in the process of buying a lot for an adult daycare.

#### **Board Comments-**

Comm Adams would like to see a resolution regarding the sanitary code come before the Board. She would also like to see the ARPA funds go to the LMSA. She noted that Cherry Grove Township has put hundreds of thousands of dollars into that authority, and she reminded everyone that former Commissioner Bengelink had even began to prepare an agreement to give them \$100,000. She would like that to carry on in his memory.

Comm Baughan attended the memorial for Deputy Brad Denike and wanted to thank the honor guard, Wexford County Sheriff's Department and Michigan State Police for being a part of that.

Comm Potter commented that he thought the \$100,000 that was previously discussed for the Lake Mitchell Sewer Authority was part of a loan match. He noted that he had spoken with Senator Hoyt regarding the bad news regarding the sewer funding, but he did receive some good news from her about possible reimbursement for other things.

Comm Musta thanks all of those that are involved in the accounting for the county. He noted that it is always evolving, but we keep getting clean audits.

**Chairman's Comments-**

Chair Taylor thanked everyone for attending.

**Adjourn**

**MOTION by Comm Bush, seconded by Comm Baughan to adjourn at 4:24 p.m.**

**All in favor.**

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Gary Taylor, Chairperson

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Alaina M. Nyman, County Clerk

**J.1.**

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following preamble and resolution were offered by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_.

**RESOLUTION NO. 23-14  
RESOLUTION OPPOSING STATE OF MICHIGAN SANITARY CODE**

**WHEREAS**, there are currently pending in the Michigan Legislature certain bills, SB 299, SB300, HB 4479 & HB 4480, which would impose statewide regulations for the implementation of and maintenance of septic systems; and

**WHEREAS**, these bills as presently drafted, would require inspection of all systems every five years and would impose much greater expenses and work hours on local public health departments; and

**WHEREAS**, the bills would dramatically increase the requirements for septic inspectors and make it much more difficult to find, hire & retain qualified personnel; and

**WHEREAS**, the current legislation does not provide a permanent, secure funding mechanism to cover these increased costs, which will invariably be shifted to our local health departments; and

**WHEREAS**, the Wexford County Board of Commissioners recognize the critical importance of protecting the Michigan’s water resources, including groundwater, lakes & streams, and other surface waters, but concludes that the bills do not provide a sustainable or financially feasible solution in areas that do not have the benefit of municipal sanitary systems; and

**WHEREAS**, soil types vary considerably throughout Michigan making it difficult to establish generalized “one size fits all” rules for septic systems.

**THEREFORE BE IT RESOLVED**, That the Wexford County Board of Commissioners oppose SB299, SB300, HB 4479 and HB4480 as introduced and urges the Michigan Legislature to consider the costs to local health departments before adopting changes to the septic provisions of the Michigan Public Health Code.

**THEREFORE BE IT FURTHER RESOLVED**, That this resolution shall be forwarded to the ten constituent counties within the DHD #10, to members of the Michigan Legislature, and to other stakeholders.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED.**

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Gary Taylor, Chairman, Wexford County Board of Commissioners

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Alaina M. Nyman, County Clerk

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF WEXFORD    )

I hereby certify that the foregoing is a true and complete copy of Resolution 23-14 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on August 02, and I further certify that public notice of such meeting was given as provided by law.

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Alaina M. Nyman, County Clerk

DRAFT



STATE OF MICHIGAN



84<sup>TH</sup> DISTRICT COURT

AUDREY D. VAN ALST  
DISTRICT COURT JUDGE  
CHIEF JUDGE

DANIELLE DECATOR  
COURT ADMINISTRATOR  
MAGISTRATE

COUNTIES OF WEXFORD AND MISSAUKEE

HEATHER M. HELSEL  
ATTORNEY MAGISTRATE

437 EAST DIVISION ST.  
CADILLAC, MICHIGAN 49601  
231-779-9515  
FAX 231-779-5396

SELENA GOLNICK  
CHIEF DEPUTY CLERK  
MAGISTRATE

July 12, 2023

**RE: Request to re-set and raise on-call Non-Attorney Magistrate compensation**

To: Committee Members

Your consideration of this request is appreciated. Our current District Court Non-Attorney Magistrates are Danielle Decator and Selena Golnick. They rotate covering our off-hours on-call schedule. A Non-Attorney Magistrate is on call 24 hours a day, 7 days a week, 365 days a year, before and after normal business hours. They handle calls and inquiries from the Prosecutor, Jail, Police Officers and the District Court Judge. They prepare and distribute paperwork including Blood Search Warrants, Arrest Warrants and Pre-Trial Release Orders. This work can come at any time, day or night but usually happens in the middle of the night. Most tasks can be performed from their homes, but sometimes, physically coming in to the office is necessary.

The current on-call rate for non-Attorney Magistrates is \$50 for Saturday, \$50 for Sunday and \$50 for holidays. This does not make sense as they are on-call for all non-business hours every single day of the year. A daily rate would make more sense.

CURRENT	PROPOSED
52 Saturdays/year \$2,600	365 days/year @ \$20/day
52 Sundays/year \$2,600	TOTAL/year \$7,300
14 Holidays/year \$ 700	
TOTAL/year \$5,900	

This proposed change amounts to a difference of an increase of \$1,400 total a year which would be shared between the magistrates based on their rotating schedule. A budget amendment for the balance of 2023 would cover the additional expense and the new total would need to be included in the 2024 budget. Additionally, \$20 per day is far less than what their service is worth but they are willing to assume the responsibility at this rate.

Respectfully,

\_\_\_\_\_  
Hon. Audrey D. Van Alst

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Finance Committee  
**FOR MEETING DATE:** August 02, 2023  
**SUBJECT:** On-Call Pay Rate Increase for Juvenile Officers

SUMMARY OF ITEM TO BE PRESENTED:

Judge Edward Van Alst is requesting to increase the on-call pay rate for the Probate Court Juvenile Officers from \$14.71 per night to \$20.00 per night. The request would result in a total annual increase of \$1,930.85. Judge Van Alst is requesting the increased rate begin January 1, 2024.

The District Court is requesting their on-call rate to be increased to \$20.00 per night as well, so this would put both courts at the same rate, if approved.

RECOMMENDATION:

The Finance Committee forwards a recommendation to the full board to approve Judge Van Alst's request to increase the on-call pay for Juvenile Officers to \$20.00 per night, effective January 1, 2024.

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Finance Committee  
**FOR MEETING DATE:** August 02, 2023  
**SUBJECT:** Enhanced Outpatient Programming Proposal

SUMMARY OF ITEM TO BE PRESENTED:

A request for proposals was advertised by the County for a vendor to provide Enhanced Outpatient Programming (EOP) in Wexford and Missaukee Counties for Community Corrections. The RFP was advertised at the request of the State. Since the expense was projected to be under \$10,000, the sealed bid process was not a requirement of county policy.

One proposal was received from our current Vendor, Catholic Human Services, and is attached for your consideration. The Wexford-Missaukee Community Corrections Advisory Board reviewed the proposal at their meeting on July 27th.

RECOMMENDATION:

The Finance Committee forwards a recommendation to the full board to approve the proposal from Catholic Human Services for Enhanced Outpatient Services.

## **REQUEST FOR PROPOSALS**

The Wexford Missaukee Community Corrections Advisory Board is seeking proposals from qualified vendors to provide Enhanced Outpatient Programming (EOP) in Wexford and Missaukee Counties.

### **SERVICES & QUALIFICATIONS**

Enhanced Outpatient Program (EOP) is a structured treatment framework for engaging clients who have a substance use disorder through helping them achieve abstinence, stabilization and enter into recovery. Clients learn about issues critical to addiction and relapse, receive direction and support from a trained therapist, and become familiar with self-help and healthy pro-social behaviors to support recovery.

Expectations of the program: 1. Initial intake assessment 2. Treatment plan session 3. Attend a combination of treatment services that can include a minimum of one 1.5-hour group therapy sessions plus one individual session weekly for 8 weeks and a maximum of three 1.5-hour group therapy sessions plus one individual session for 8 weeks. The treatment service “package” will be based on the ASAM assessment and needs identified of the client and stage of change. The treatment services can include a hybrid of Zoom, phone and in-person therapy sessions.

The outpatient treatment provided should include a combination of the following evidence-based practices: Matrix Model, Seeking Safety, DBT and CBT SUD specific programming. It is expected that clients will complete a total of 8-16 therapy sessions in order to complete the program successfully.

The service provider shall agree to maintain appropriate professional liability insurance and other appropriate insurance and shall provide proof of said insurance at any time upon demand.

Eligible referrals for the EOP program will generally be the responsibility of the local Community Corrections Manager.

### **SERVICES FUNDING**

EOP service contract will begin October 1, 2023, and terminate September 30, 2026 unless otherwise modified by contract. All services will be invoiced as “fee for services actually provided” on a monthly basis. A contract(s) will be entered into between the WMCCAB and the chosen vendor.

EOP for Wexford and Missaukee Counties shall not exceed \$7,500.

### **AWARDING OF CONTRACT(S)**

Responses are due no later than Monday, July 3, 2023. Responses received after that date may be disqualified. Criteria for selection will include vendor qualifications, services experience, applicable certifications and licenses and previous experience working with the local criminal justice community and bid price for services.

Mail or email your proposal to:           Community Corrections  
437 East Division St.  
Cadillac, MI 49601  
[mstark@wexfordcounty.org](mailto:mstark@wexfordcounty.org)

Any questions should be directed to Mistine Stark at 231-779-9472.

Wexford County reserves the right to reject any and all proposals and to award the contract in the County’s best interest.

Enhanced Outpatient Program  
An Evidence-Based Intensive Outpatient Program

Proposed by Catholic Human Services  
1000 Hastings Street  
Traverse City, MI 49686

The Matrix Model Enhanced Outpatient Program (EOP) will consist of an intense form of treatment based on client need. It will involve up to two group sessions plus one individual session per week. The goal will be to provide an intensive, supportive structured program to assist with client stability.

The Matrix Model Intensive Outpatient program is designed to provide a structured treatment framework for engaging clients who have a substance use disorder through helping them achieve abstinence. Clients learn about issues critical to addiction and relapse, receive direction and support from a trained therapist, and become familiar with self-help programs.

The Matrix Model incorporates a wide variety of evidence based approaches including: Motivational interviewing, Skill building, Relapse prevention, Cognitive behavioral therapy, Trauma Focused Cognitive Behavioral Therapy and other therapies within an individualized, person centered treatment plan.

Criteria: Client is chemically dependent and needs intensive programming and support to maintain abstinence and stability in life.

Goal: To establish abstinence from alcohol and other drug use while creating a stable and healthy foundation to support early recovery.

Objectives:

1. Increase understanding of addiction and relapse through attendance and participation in weekly intensive outpatient treatment.
2. Gain knowledge of at least 3 relapse prevention and recovery tools and skills.
3. Identify at least 3 personal triggers and cues which lead to using
4. Develop at least 3 alternate strategies to deal with these triggers and cues.
5. Identify at least 5 daily behaviors which promote abstinence and improved health and wellbeing, and practice them.
6. Develop, practice and use at least 3 recovery pro-social behaviors
7. Be Introduced to 12-step and other support groups

Interventions: Using manualized Matrix materials, attending Relapse Prevention groups and Early Recovery Skills, using cognitive/behavioral references and motivational interviewing, reading and discussing a topic in each group

Catholic Human Services (CHS) will provide the Matrix Model EOP as an open enrollment group format. Each offender will be given an assessment by CHS for eligibility. After Community Corrections Manager approves eligibility, offenders will participate in one gender specific group session, one co-ed recovery group as well as attend one weekly individual session. All group and individual sessions will be held weekly at the Cadillac CHS office. Each group will last for 1 ½ hours and include three or more participants with a maximum of 15 offenders per group.

Block Grant and Medicaid funds will be used when a client meets the criteria and Community Corrections agrees to pay the offender's \$10 co-pay. The maximum billing for the fiscal year will not exceed \$7,500. However if the client does not meet Block grant or Medicaid requirements, the cost will be \$50 per person of which \$40 will be the offenders responsibility and Community Corrections will pay \$10 co-pay. It is expected that participants will attend approximately 16 group sessions to complete the program. Community Corrections will receive a copy of assessment, weekly attendance and progress reports. Offender's signatures must be on all attendance sheets. The participant and the agent will receive a letter of completion after successful completion of program.

Chip Cieslinski  
President/ CEO  
1000 Hastings St.  
Traverse City, MI 49686  
231-947-8110

Sarah Hegg, LLp, CAADC  
Clinical Supervisor  
421. S. Mitchell St.  
Cadillac, MI 49601  
231-947-8110, ext 2111

CATHOLIC HUMAN SERVICES

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CCAB Chairman

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## Wexford County Request for Board of Commissioner Action

**Department: Central Dispatch**

**Submitted by: Duane Alworden**

**Subject: Vehicle Replacement**

**Committee: Finance**

**Committee Meeting Date: 7/26/2023**

**BOC Meeting Date: 08/02/2023**

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**Action Request** (proposed motion for the Board to consider):

Approval for Central Dispatch to purchase a vehicle from Betten Baker GMC, this vehicle is a replacement.

**Financial Information** (note the total cost, if the cost is budgeted, if there will be any future costs, e.g., maintenance contracts, and any other information that would assist the commissioners with this decision):

Vehicle is listed for \$ 29,995.00. This price does not include plate transfer fees, and other dealership fees associated with the vehicle purchase. Funds for this purchase will be coming out of Central Dispatch line item 261-000-980.00. Funds are available in this line item and will not hurt our normal operating budget or fund balance.

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**Summary** (explain why the action is necessary and the desired outcome after implementation):

Central Dispatch is currently using a 2013 GMC Terrain that was the old EM car. This vehicle is starting to have engine issues and other mechanical issues.

Due to COVID being over with, dispatcher training and 911 meetings are starting to be in person again, and we are sending multiple dispatchers and management staff to different training courses across the state.

Note: this is not a new vehicle, the vehicle is used, and will fit our needs perfectly.


**Timeline** (if request is approved at BOC meeting date noted above):

ASAP

**List of Attachments:**

3 vehicles were pulled from area dealerships for comparisons. We are requesting the 2020 GMC Acadia SUV, with 20,751 miles. Betten Baker Stock Number: H4016

CERTIFIED PRE OWNED 2020 GMC  
**ACADIA SLE SUV**

 8 views in the past 7 days

 **On The Lot** at Betten Baker GMC of Cadillac

**Detailed Pricing**

Price **\$29,995**

Price **\$29,995**  
[Detailed Pricing](#)

We're here to help (231) 942-4048



**Ready to Trade In or Sell Your Car?**  
Get a **Kelley Blue Book™ Instant Cash Offer** in minutes.

GET MY OFFER 



Exterior Color

Quicksilver Metallic

Interior Color

Jet Black

Odometer

20,751 miles

Fuel Economy

21/27 MPG City/Hwy

[Details](#)

Transmission

9-Speed Automatic

Drivetrain

AWD

Engine

3.6L V6 SIDI

VIN

1GKKNRLSXLZ212369

Stock Number

H4016




## INCLUDED PACKAGES & OPTIONS

Driver Convenience Package

\$1,750

8-Way Power Driver Seat Adjuster

 Vehicle Information

 Trade-In

 Delivery, Review & Submit

## 2019 ACADIA SLT-1 4WD

**Finance: \$453**  
Per month | 72 months

**Cash**

**\$29,961 \***

[Review Payment Options](#)

[Take a Test Drive](#)

Contact dealer for up to date offers.

**DEALER PRICE \$29,961**



PLEASE CALL (231) 775-2413 TODAY !!



NOTE SEAT II HEATED FRONT SEAT



PLEASE CALL (231) 775-2413 TODAY !!

### More about this Vehicle

VIN	1GKKNULS1KZ258805	DRIVE	4WD	BODY STYLE	SPORT UTILITY
EXTERIOR COLOR	RED QUARTZ TINTCOAT	ENGINE	3.6L V6 SIDI	TRANSMISSION	6-SPEED AUTOMATIC
MILEAGE	49893	SEATING	6	HORSE POWER	310 HP



## Pre-Owned 2019 GMC Acadia SLE-2

VIN: 1GKKNSLS9KZ241514  
Stock: 0174B

Exterior: Gray  
Interior: Jet Black  
Engine: 3.6L V6 SIDI  
Mileage: 52,203

Drivetrain: AWD  
Transmission: 6-Speed Automatic  
Fuel Efficiency: 17 CITY / 25 HWY



[www.bishopbuickgmc.com](http://www.bishopbuickgmc.com) | Fresh arrival, awaiting cleanup!

### Vehicle Details:

- 6 Speakers
- AM/FM radio: SiriusXM
- Radio data system
- SiriusXM Radio
- Automatic temperature control
- Rear air conditioning
- Power driver seat
- Power windows
- Steering wheel mounted audio controls
- Speed-sensing steering
- 4-Wheel Disc Brakes
- Dual front impact airbags
- Emergency communication system: OnStar and GMC connected services capable
- Low tire pressure warning
- Overhead airbag
- Power Liftgate
- Electronic Stability Control
- Delay-off headlights
- 6-Speaker Audio System Feature
- Premium audio system: GMC Infotainment System
- Radio: AM/FM w/7" Diagonal Color Touch Screen
- Air Conditioning
- Front dual zone A/C
- Rear window defroster
- Power steering
- Remote keyless entry
- Four wheel independent suspension
- Traction control
- ABS brakes
- Dual front side impact airbags
- Front anti-roll bar
- Knee airbag
- Occupant sensing airbag
- Rear anti-roll bar
- Brake assist
- Exterior Parking Camera Rear
- Front fog lights



**Bishop Buick GMC of  
Clare, Inc.**

821 E 5th St  
Clare, MI 48617  
(989) 386-9900

shaneg@bishopautomi.com

- Fully automatic headlights
- Security system
- Stop-Start Engine Control System
- Heated door mirrors
- Roof rack: rails only
- Apple CarPlay/Android Auto
- Driver door bin
- Front reading lights
- Outside temperature display
- Passenger vanity mirror
- Rear reading lights
- Telescoping steering wheel
- Trip computer
- 3rd row seats: split-bench
- Front Bucket Seats
- Heated Driver & Front Passenger Seats
- Passenger door bin
- Alloy wheels
- Variably intermittent wipers
- Panic alarm
- Speed control
- Bumpers: body-color
- Power door mirrors
- Spoiler
- Compass
- Driver vanity mirror
- Illuminated entry
- Overhead console
- Premium Cloth Seat Trim
- Tachometer
- Tilt steering wheel
- Voltmeter
- 6-Passenger (2-2-2 Seating Configuration)
- Front Center Armrest
- Heated front seats
- 18" x 7.5" Aluminum (4) Wheels
- Rear window wiper
- 3.87 Axle Ratio

**Sale Price \$26,130**

**Disclaimer:**

All Vehicles The Manufacturer's Suggested Retail Price excludes tax, title, license, dealer fees and optional equipment. Dealer sets final price.

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Finance Committee  
**FOR MEETING DATE:** August 02, 2023  
**SUBJECT:** My Community Dental Centers, Inc. Lease

SUMMARY OF ITEM TO BE PRESENTED:

In the past, My Community Dental Centers, Inc. (MCDC) has leased space at the Health Department with a contract between DHD and themselves. Now that the County has paid off the lease on the building, the dental clinic will be leasing the space from the County.

County legal counsel has reviewed and approved the following lease agreement.

RECOMMENDATION:

The Finance Committee forwards a recommendation to the full board to approve a five-year lease agreement between Wexford County and MCDC.

## LEASE AGREEMENT

This Lease Agreement (“Agreement” or “Lease Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between My Community Dental Centers, Inc. (“MCDC”), whose address is 2940 Parkview Drive, Petoskey, Michigan 49770, and the County of Wexford (the “County”), whose address is 437 E. Division Street, Cadillac, MI 49601, for the lease of real property and improvements now or hereinafter existing on such real property as more fully described herein. MCDC and the County will be periodically referred to as “the Parties” in this Agreement.

## RECITALS

**WHEREAS**, the County is the owner of real property located at 521 Cobb Street, Cadillac, MI 49601 (“the Property”); and

**WHEREAS**, the County desires to lease a portion of the Property to MCDC, and MCDC desires to lease a portion of the Property from the County in accordance with the terms and conditions described herein, said portion of the Property being an area of approximately 1,800 square feet on the second floor of said Property as more fully depicted on the attached Exhibit A, (hereinafter referred to as “the Leased Property”) for purposes of providing Dental Center Services on behalf of the District #10 Health Department pursuant to a Services Agreement between MCDC and District #10 Health Department, whose jurisdiction includes Wexford County.

**NOW THEREFORE**, in consideration of the promises and covenants herein, and other valuable consideration, the Parties hereto agree as follows:

## THE LEASE AGREEMENT TERMS

1. **THE LEASED PROPERTY; OPERATION OF A DENTAL CENTER.** The County hereby leases to MCDC and MCDC hereby leases from the County the Leased Property for the Leasehold Term specified in Paragraph 2 below and upon the terms and conditions set forth in remainder of this Lease Agreement. Specifically, MCDC agrees to operate the Leased Property as a Dental Center, with a focus on service to the low income, uninsured, and underinsured. MCDC accepts the condition of the Leased Property “AS IS” with all known and unknown faults and defects. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY MCDC THAT THE COUNTY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE LEASED PROPERTY OR ITS FITNESS FOR THE INTENDED USE FOR WHICH IT IS LEASED.
  
2. **THE LEASEHOLD TERM.** The term of this Agreement shall commence on July 1, 2023 and shall terminate on July 31, 2028 (“the Leasehold Term”). The Parties may agree to extend this Agreement for an additional five (5) years beyond the initial term under terms and conditions agreed to by the Parties in writing.

3. **THE LEASEHOLD CONSIDERATION.** As consideration for the Leased Property lease, MCDC shall pay an annual rent of \$22,080.00. Rent shall be payable in installments of \$1,840.00 monthly, due and payable by the 1st of each month. The Parties agree to annually review the leasehold rent for any adjustments as may be needed. Anything herein to the contrary notwithstanding, such rental adjustment shall not exceed two percent (2%) annually.

County shall be responsible for paying the cost of non-specific Leased Property metered utilities, including electrical, gas, water, and sewer. However, MCDC shall be responsible for any established excess utility consumption beyond normal office use. MCDC shall be responsible for all telephone expenses incurred by MCDC.

If MCDC fails to pay rent when due; if MCDC fails to use or continue to use the Leased Property for the use authorized in this Lease Agreement; if MCDC fails to perform any other obligations under this Lease within ten (10) days after receiving written notice of the default from the County; if MCDC makes any assignment for the benefit of creditors or a receiver is appointed for MCDC or its property; or if any proceedings are instituted by or against MCDC for bankruptcy (including reorganization) or under any insolvency laws, the County in addition to any other rights or remedies it may have, may terminate this Lease effective immediately upon delivery of notice of termination to MCDC, re-enter and recover possession of the Leased Property. In addition to the County's other rights and remedies as stated in this Lease, or available to it under Federal or State laws, rules, and regulations, and without waiving any of those rights, if the County deems necessary any repairs that MCDC is required to make or if MCDC defaults in the performance of any of its obligations under this Lease, the County may make repairs or cure defaults and shall not be responsible to MCDC for any loss or damage that is caused by that action. MCDC shall immediately pay to the County, on demand, the County's costs for making repairs and curing any defaults, as additional rent under this Lease.

MCDC shall not vacate or abandon the Leased Property during the term of this Lease. If MCDC does vacate or abandon the Leased Property or is dispossessed by process of law or otherwise, this Lease shall terminate effective immediately and the County may enter and recover possession of the Leased Property and all improvements MCDC or the County has made thereto. The County may also take possession of and dispose at its discretion all property left at the Leased Property more than thirty (30) days after the effective date of this Lease's termination.

4. **DENTAL EQUIPMENT.** MCDC will own all the furnishings, equipment and personal property at the Leased Property and will be responsible for its maintenance, repair, and replacement during the term of the Lease. Equipment, furnishings and/or personal property of MCDC or MCDC employees or invitees at the Leased Property shall be kept at the Leased Property at MCDC's sole risk. The County shall not be responsible for insuring such equipment, furnishings or personal property against loss or damage from any cause.

MCDC shall have the right to remove its furnishings, equipment and/or personal property at any time before or within a reasonable time following the termination of this Lease, including any

renewals or extensions thereof, by lapse of time or otherwise, provided MCDC, at its own expense, repairs any damage to the Leased Property caused by such removal. If MCDC's furnishings, equipment or personal property is not removed within thirty (30) days after termination of this Lease it may be treated by the County as abandoned property and may be disposed of by the County in such manner as the County in its sole discretion may elect.

**5. USE OF THE LEASED PROPERTY.**

5.1 The Parties acknowledge that the Dental Center will mutually benefit the Parties, as well as the Parties' staff, patients and visitors. MCDC shall not undertake, permit, allow or cause any act or deed to be performed or any practice to be adopted or followed in or about the leased Property which causes or is likely to cause: 1) injury or damage to any person, 2) injury or damage to the Leased Property and/or Improvements, or 3) in any way unreasonably impair the value of Leased Property. MCDC shall be solely responsible for its operations, but shall reasonably cooperate with the County and District #10 Health Department so as to avoid interference with the County's or Health Department's normal operations.

5.2 MCDC covenants and agrees that the use of the Leased Property shall be restricted only to MCDC's use and that MCDC shall have no right to lease, assign, or in any way convey the right to use the Leased Property to anyone else without first obtaining the prior written consent of the County. Consent by the County to any lease, assignment or conveyance of the right to use the Leased Property or any part thereof shall be limited to that stated in such written consent and shall not constitute a release, waiver, or consent to any other lease, assignment, or conveyance of the right to use same. In no event shall such a lease, assignment or conveyance restrict or delay the County's ownership of the Leased Property.

5.3 MCDC shall use the Leased Property in compliance with all applicable federal, state and local laws, ordinances, codes, rules and regulations, including, but not limited to, rules and regulations adopted by the County on use of and conduct on County's property. No activity shall be conducted on the Leased Property that (a) does not comply with all applicable federal, state and local laws, ordinances, codes, rules and regulations, (b) creates a nuisance, (c) causes an increase in the existing rate of insurance upon the building, or (d) is prohibited by the standard form of fire insurance or the County MMRMA insurance policy.

5.4 MCDC shall not permit hazardous substances to be located at the Leased Property or to be generated, treated, stored, disposed of or otherwise deposited at the Leased Property without first obtaining the prior written approval of the County, excepting those substances as may be reasonably needed for ordinary maintenance and operation of the Dental Center.

5.5 MCDC at all times shall fully and promptly comply with all laws, ordinances, orders, and regulations of any lawful authority having jurisdiction over the operation of the Dental Center.

5.6 The County shall provide to MCDC, its employees, customers, and licensees, the right to use parking spaces on the premises which shall be in sufficient number to meet city parking



ordinances including consideration for handicapped parking under current and future ordinances. The County may temporarily close any part of this parking facility for such a period of time as may be necessary to make repairs and alterations, and shall provide advance notice of such closure to MCDC whenever possible.

6. **RIGHT OF THE COUNTY TO ENTER LEASED PROPERTY.** The County shall have the right to have a duly authorized employee, contractor, or agent enter the Leased Property or any part thereof at any time for the purpose of examining the same or making such repairs or alterations as may be necessary for the safety and preservation thereof. The County shall attempt to provide MCDC advance notice of such entry whenever possible.

7. **LEASED PROPERTY MAINTENANCE AND REPAIRS; LEASED PROPERTY UTILITIES; PERSONAL PROPERTY MAINTENANCE AND REPAIRS.**

7.1 **County's Obligation for Maintenance.** The County shall be solely responsible for paying the cost of operating and taking care of all of the following with regard to the Leased Property during the Leasehold Term:

- (a) general repair and maintenance of the Leased Property defined as: 1) plumbing systems and fixtures and other plumbing equipment serving the Leased Property, 2) heating and air conditioning systems and equipment, 3) all utilities serving the Leased Property, including electricity, gas, oil, steam, water and sanitary sewer, and 4) trash and rubbish removal.
- (b) Exterior maintenance, including parking lot lighting, snow and ice removal from the parking lot and sidewalks, and exterior lawn and landscaping.

Notwithstanding the foregoing, MCDC shall be solely responsible for both the cost and undertaking of any special or additional cleaning, disinfecting, or other maintenance to the Leased Property necessitated by its use as a Dental Center, or as required by law or as is consistent with other similar dental facilities, including those owned or utilized by MCDC.

7.2 **MCDC's Obligation for Maintenance.** Except for those items listed in 7.1 as the County's obligation under this Lease, MCDC shall keep and maintain in good order, condition, and repair, the Leased Property, including interior portion of the doors, lighting fixtures, floors, walls, and ceiling (the "Interior"). MCDC shall be responsible for general/daily cleaning of the Leased Property and the Improvements, including the disposal of sharps, needles or other medical waste generated by MCDC as part of its dental services. Such repairs which are minor in nature and not specifically covered under the provisions of this agreement shall be the responsibility of MCDC. Minor repairs will be defined as: any repair which is \$500.00 or less. Notwithstanding the foregoing, MCDC shall be responsible for reimbursing the County for the cost of repairs for damage to the Leased Property caused by MCDC employees, volunteers, or invitees. MCDC shall keep and maintain the Leased Property in a clean, sanitary, and safe condition and shall handle all trash and refuse in a neat and orderly manner.

**7.3 MCDC's Alterations.** MCDC shall not make any alterations, additions, or improvements to the Leased Property without prior consent of the County. All alterations, additions, improvements, and fixtures (specifically excluding the Dental Equipment described in Section 4) which may be made or installed by either party upon the Leased Property, shall remain upon and be surrendered with the Leased Property, and become the property of the County at the termination of this lease, unless the County agrees to their removal in writing prior to their installation.

**7.4 Quiet Enjoyment and Right of Entry.** It is understood and agreed that MCDC's hours of operation may include hours and days during which the County's offices may not be open for business. Notwithstanding such, MCDC and its employees, customers and vendors shall have access to the Leased Property during all days and hours that MCDC is open for business.

**8. JOINT MEETINGS.** The Parties agree to meet on a periodic basis, at a time and place agreed to by the Parties, to discuss both the past and future performance of this Agreement and to suggest methods of improvement or any other pertinent issue.

**9. INSURANCE.** MCDC shall purchase and maintain insurance not less than the limits set forth below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and with insurance carriers acceptable to the County and have a minimum A.M. Best Company's ([www.ambest.com](http://www.ambest.com)) Insurance Reports rating of A.

A. Worker's Compensation Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.

B. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. Coverage shall include the following:

(1) Contractual Liability;

(2) Products and Completed Operations;

(3) Independent Contractors Coverage;

(4) Broad Form General Liability Endorsement or Equivalent, if not already included;

(5) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; and

(6) Per Contract aggregate.

C. If applicable, Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate

for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

- D. Additional Insured - Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": The County of Wexford, including all County of Wexford's elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

MCDC's Commercial General Liability Insurance and Motor Vehicle Liability Insurance shall be made primary to the Additional Insureds and not contributory with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.

- E. Cancellation Notice - It is expressly understood and agreed that MCDC shall provide County with thirty (30) days advance written notice of cancellation, non-renewal, reduction, and/or material change in the insurance coverages required by this Lease. If MCDC's insurers refuse to provide such an endorsement, then MCDC shall be responsible for providing the required notices.
- F. Proof of Insurance - MCDC, at the time the Lease is returned by it for execution, shall provide the County with two (2) copies of certificates of insurance for each of the insurance coverages mentioned above. If so requested, certified copies of all policies will be furnished.
- G. Continuation of Coverage - If any of the above insurance coverages expire during the term of this Lease, MCDC shall deliver renewal certificates and/or policies to the County not less than ten (10) days prior to the expiration date.
- H. Waiver of Subrogation. To the extent permitted by law, MCDC hereby releases the County, its elected and appointed officials, employees and volunteers, and others working on behalf of the County from any and all liability or responsibility to MCDC or anyone claiming through or under MCDC by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of the County, its elected and appointed officials, employees or volunteers, or others working on their behalf. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of MCDC's occupancy or use, and MCDC's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of MCDC to recover thereunder.

MCDC agrees that its insurance policies will include such a clause or endorsement and shall submit evidence of such clause or endorsement to the County.

**10. INDEMNIFICATION AND HOLD HARMLESS.** All liability, loss or damage as a result of claims, demands, costs, or judgments arising out of activities to be performed pursuant to the obligations of a Party under this Lease Agreement shall be the responsibility of that Party and not the responsibility of the other Party, if the liability, loss or damage is caused by, or arises out of, the actions or failure to act on the part of the Party pursuant to the duties of that Party as described in this Lease Agreement or applicable law. Liability for claims asserted due to fraud, gross negligence or criminal conduct shall be the responsibility of the Party committing the fraud, gross negligence or criminal conduct.

To the extent allowed by law and except as set forth in this Lease Agreement, each Party covenants and agrees to indemnify and hold harmless the other Party as well as its officers, employees and agents from and against any and all damages, claims, settlements, actions, and causes of action, including reasonable legal fees and costs to defend the same for injuries to any person or property arising from any obligations imposed on the indemnifying Party by this Lease Agreement or applicable law.

The Parties acknowledge and agree that nothing herein shall be construed as a waiver of any governmental immunity that is provided to the County or its employees, elected officials, agents, and volunteers by statute or court decisions.

**11. SIGNS.** MCDC shall have the right to erect or install any signs at the Leased Property which are approved by the County and, if applicable, the municipality now or hereafter having jurisdiction over the Leased Property, which approval shall not be unreasonably withheld. All signs shall be kept in good repair.

**12. TAXES AND SPECIAL ASSESSMENTS.** The Parties acknowledge that both the County and MCDC are tax-exempt entities ordinarily not subject to personal property taxes or real property taxes. However, if taxes are assessed at some future point, taxes shall be prorated based upon usage of the taxable square footage.

**13. TERMINATION.**

13.1 This Agreement may be terminated at any time by mutual written agreement of the Parties.

13.2 This Agreement may be terminated by either the County or MCDC with 180 days written notice to the other party.

13.3 In the event that the Services Agreement between MCDC and the District #10 Health Department is terminated for any reason, this Lease Agreement shall terminate concurrently without any further action by either party.

13.4 This Lease may be terminated by operation of other provisions of this Lease Agreement.

**14. LIENS.** MCDC shall not cause or allow any lien to be placed upon the Leased Property and shall indemnify, defend and hold the County harmless from any such lien. Nothing herein shall be

construed to subject the Leased Property to liability under Michigan construction lien laws or otherwise, it being understood that the Leased Property is not subject to such liability.

**15. COMPLIANCE WITH THE LAW AND NONDISCRIMINATION.** MCDC shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations in its use of and activities within the Leased Property, including, but not limited to, the following:

The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.

The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.

Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, as amended, and regulations promulgated thereunder.

The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 et seq.), as amended, and regulations promulgated thereunder.

Breach of this covenant shall be regarded as a material breach of this Lease.

**16. DESTRUCTION OR EMINENT DOMAIN OF LEASED PROPERTY.**

16.1 In the event of the total destruction of the Leased Property by fire or otherwise, this Lease shall cease and MCDC shall no longer be liable for rent.

16.2 In the event of a partial destruction, by fire or otherwise, of the Leased Property, such as to render it unsuitable for the intended use thereof, either of the parties hereto may, within forty-five (45) days from the date in which the damage occurred, terminate this Lease upon written notice to the other party. Such termination shall be deemed effective as of the date in which the notice of termination is received by the non-terminating party. If this Lease is terminated, MCDC shall no longer be liable for rent as of the effective date of termination. In the event this Lease is not terminated in accordance with this section, the County shall repair, restore, or rebuild areas of the premises so affected. While the repairs, restoration, or rebuilding is in process, MCDC shall remain liable for rent.

16.3 If the Leased Property or a part thereof or any estate therein, or any other part of the County's property adjoining the Leased Property materially affecting MCDC's use of the Leased Property, shall be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking. In the event of termination, MCDC shall no longer be responsible for paying the County rent. MCDC shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but MCDC may file a claim for any taking of fixtures and improvements owned by MCDC, and for moving expenses.

**17. NOTICES.** Notices or consents of any kind required or permitted under this Agreement shall be deemed duly delivered if delivered personally, by email, by fax or by certified mail, return receipt requested, postage prepaid to the appropriate party as follows:

**If to the County:**           **County of Wexford, Michigan**  
Attention: Clifford (Joe) Porterfield  
437 E. Division Street  
Cadillac, MI 49601

**If to MCDC:**               **My Community Dental Centers, Inc.**  
Attention: Dr. Deborah Brown  
2940 Parkview Drive  
Petoskey, MI 49770

Or such other addresses or to the attention of such other individuals as shall be specified in writing by the respective Parties.

**18. WAIVER.** The failure of either party to insist upon strict performance of any covenants or conditions of this Lease Agreement or to exercise any option here conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions, or options, but the same shall be and remain in full force and effect. No covenant, term or conditions of this agreement shall be deemed to have been waived by either party, unless such waiver is in writing by such party.

**19. ENTIRE AGREEMENT.** This Agreement sets forth all covenants, promises, agreements, conditions and understandings between the County and MCDC concerning the lease of the Leased Property. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between MCDC and the County other than are herein set forth. Notwithstanding the foregoing, all attached Schedules listed below are incorporated herein by express reference: NONE.

**20. PARTIAL INVALIDITY.** If any term, covenant or condition of this Lease Agreement or the application thereof to any person or circumstance shall be determined to be invalid or unenforceable, the remainder of this Lease Agreement or the application of such term, covenant or condition to persons or circumstances, shall not be affected thereby and the remainder of the Lease Agreement shall be valid and enforceable to the fullest extent permitted by law, unless removal of such term, covenant or condition materially impacts the general intent of the Lease Agreement.

**21. AMENDMENTS.** Except as otherwise stated herein, no subsequent alteration, amendment, change or addition to this Lease Agreement shall be binding upon the County or MCDC unless reduced to writing and signed by both Parties.

**22. BINDING EFFECT.** This Lease Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

**23. HEADINGS.** The headings to the various clauses of this Lease Agreement have been inserted for the convenience of the Parties only. The headings shall not be used to interpret or construe the meaning of the terms and provisions hereof.

**24. COUNTERPARTS.** This Agreement may be signed in counterparts, each counterpart to be considered an original portion of this Agreement, and, upon the event of each party signing the Agreement it shall be final and binding upon the Parties. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto except having additional signature page(s) executed by one or more of the other Parties. Each of the Parties agree that each of the other Parties may rely upon the facsimile signature of any party on this Agreement as constituting a duly authorized, irrevocable, actual, current delivery of this Agreement as fully as if this Agreement contained the original ink signature of the party or Parties supplying a facsimile signature.

**25. PREPARATION OF LEASE AGREEMENT AND CONSTRUCTION.** This has been prepared jointly by respective counsel for each of the Parties, with a full opportunity for the Parties to negotiate its terms. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived. The Parties agree and acknowledge that no threat, either expressed or implied, duress, coercion, intimidation, or similar force, either expressed or implied, was exercised by any party to obtain the consent of another to the terms of this Agreement.

**26. APPLICABLE LAW.** This Agreement shall be construed and governed by the laws of the State of Michigan, and shall be construed and interpreted in accordance with its laws notwithstanding its conflict of law principles or any other rule, regulation, or principle that would result in the application of any other state's law.

**27. AUTHORITY.** Each Party hereto warrants and represents to the other that the execution and performance of this Agreement by it has been duly authorized such that the signatory hereto possesses all requisite power and authority to bind the entity on whose behalf they execute this Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have caused this Lease Agreement to be signed in their respective names by their respective officers and sealed with their respective seals the day and year first above written.

**County of Wexford, Michigan**  
Gary Taylor, Board Chairman

**My Community Dental Centers, Inc.**  
Dr. Deborah Brown, CEO

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Date

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Date



**EXHIBIT A**

Part of the Ease 427 feet of the South half of the West half of the Southwest quarter of the Northeast quarter of Section 3, Town 21 North, Range 9 West, Clam Lake Township, Wexford County, MI, more fully described as follows:

Commencing at the East Quarter corner of said Section 3; thence South 89°46'18" West, 2268.85 feet along the east-west quarter line of said Section 3, to the Point of Beginning; thence continuing South 89°46'18" West, 140.00 feet along said east-west quarter line, thence North 00°03'22" West (previously described North 00°04'29' West), 372.65 feet; thence North 89°46'18" East, 140.00 feet; thence South 00°03'22" East, 372.65 feet to said east-west quarter line and the Point of Beginning.

Said Parcel contains 1.20 acres of land, more or less.

Subject to and together with a 24 foot wide Easement for ingress and egress, 12 feet each side of the following described center line:

Commencing at the East Quarter corner of said Section 3; thence South 89°46'18" West, 2268.85 feet along the east-west quarter line of said Section 3, to the Point of Beginning of said Easement center line; thence North 00°03'22" West; 372.65 feet to the Point of Ending of said Easement center line.

Together with and subject to agreements, covenants, easements and restrictions of record, if any.

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Finance Committee  
**FOR MEETING DATE:** August 02, 2023  
**SUBJECT:** MEI Special Consideration Request

**SUMMARY OF ITEM TO BE PRESENTED:**

Ms. Lisa Kaspriak, MMMEG Administrator, is requesting an additional \$100 of compensation for a Medical Examiner Investigator. The current medical examiner contract is effective June 1, 2021 through May 31, 2025. Exhibit B of that contract states that “occasional extenuating circumstance stipend additional as approved by County at \$100/case”.

This special consideration request is due to the investigation involving circumstances that were significantly beyond those of a typical investigation.

**RECOMMENDATION:**

The Finance Committee forwards a recommendation to the full board to approve the special consideration request.

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN  
PROBATION AND PRETRIAL SERVICES OFFICE**

252 Federal Building  
315 W. Allegan St.  
Lansing, MI 48933  
T : (517) 377-1825  
Fax: (517) 377-1682

REBECCA A. HOWELL  
CHIEF U.S. PROBATION OFFICER

101 Federal Building  
110 Michigan Ave., NW  
Grand Rapids, MI 49503  
T : (616) 456-2384  
Fax: (616) 456-2223



B-10 Federal Building  
410 W. Michigan Ave.  
Kalamazoo, MI 49007  
T : (269) 381-5341  
Fax: (269) 381-1207

**REPLY TO: Grand Rapids**

July 24, 2023

100 N. Front St., Ste. 202  
PO Box 906  
Marquette, MI 49855  
T : (906) 228-7432  
Fax: (906) 228-5514

Re: Non-Competitive Purchase Order  
0646-2024-TS20  
Substance Abuse Testing Services

Dear Vendor:

The United States Probation/Pretrial Services Office for the Western District of Michigan is soliciting a Non-Competitive Purchase Order to provide substance abuse testing services in your service area which includes Wexford County.

The vendor would provide services for male and female federal defendants/persons under supervision who have been ordered by the Court to participate in testing. These individuals include persons on probation, supervised release, or parole, who are under supervision of the United States Probation Office, as well as persons on Pretrial status under the supervision of United States Pretrial Services Office.

Enclosed is a Solicitation/Offer/Acceptance. The solicitation contains the full text of all applicable Government regulations, and all offerors are subject to the provisions contained within. The term for this Non-Competitive Purchase Order is twelve (12) months, beginning October 1, 2023. Please list prices for the services your agency will provide, and also the location(s) where the services will be provided.

Please read the solicitation carefully; do not rely on knowledge of previous solicitations, or knowledge of previous federal procurement procedures. As a reminder, the vendor must have a site within the catchment area, which will be evaluated during an on-site visit. Note: a catchment area may consist of multiple counties, in which case the vendor must have a site within at least one of the counties identified in that catchment area.

Offers are due by Monday, August 7, 2023, at 4:00 p.m. Offers shall be e-mailed to [treatmentservices\\_miwp.uscourts.gov](mailto:treatmentservices_miwp.uscourts.gov). All e-mail submissions must reference in the subject line, the Solicitation number indicated in Section A, Block 1 of the Solicitation/Offer/Acceptance. Hard

copies will not be accepted. It is the responsibility of the vendor to confirm the government's receipt of the offer.

A copy of the complete Non-Competitive Purchase Order, Clauses and Terms of Agreement, should be retained by the vendor for their files.

If you have any questions regarding this Non-Competitive Purchase Order, please contact me via e-mail at [Natcole\\_West\\_miwp.uscourts.gov](mailto:Natcole_West_miwp.uscourts.gov) or via telephone at 269-381-3680.

Sincerely,

/s/ Natcole West

Natcole West

Supervising U.S. Probation Officer

**SECTION A SOLICITATION / OFFER / ACCEPTANCE**

1. Solicitation No.  <b>0 4 -24-TS20</b>	2. Date Issued  <b>07/23/2023</b>	3. Award No.
4. Issued By: <b>Natcole S West</b> <b>Natcole West miwp.uscourts.gov</b>	5. E-mail Address Offer To (if other than Item 4): <b>Natcole S.West</b> <b>treatmentservices miwp.uscourts.gov</b>	

**SOLICITATION**

6. Proposals for furnishing the required services listed in Section B will be received electronically via the e-mail address(es) specified in Item 4 or 5  
 until 04:00 PM local time 08/07/2023  
(hour) (date)

7. For Information call: a. Name <b>Natcole S. West</b>	b. Telephone <b>(2 ) 3 1-3 0</b>
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**OFFER**

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

9. DISCOUNT FOR PROMPT PAYMENT <small>(See Section I, Clause No. 52-232-8)</small>	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
10. ACKNOWLEDGEMENT OF AMENDMENTS <small>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:</small>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

11. NAME AND ADDRESS OF OFFEROR	16. <input type="checkbox"/> AWARD  Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets.	
12. Telephone No. (Include area code)		
13. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <small>(Type or print)</small>	17A. NAME OF CONTRACTING OFFICER	
14. Signature	15. Offer Date	
17B. UNITED STATES OF AMERICA BY _____ <small>(Signature Of Contracting Officer)</small>		17C. DATE SIGNED

**SECTION B - SUPPLIES OR SERVICES AND OFFEROR S PRICES**

The United States District Court for the Western District of Michigan is soliciting a vendor to provide substance abuse, mental health, and/or sex offender treatment services. A vendor must be capable of providing services within a geographic area encompassing Wexford County.

Section B is generic and used nationwide to procure the particular needs of each U. S. Probation/Pretrial Services Office. Offerors shall submit pricing and proposal information related to only the required services. Offerors failing to provide offers on all required services marked will be considered technically unacceptable.

NOTE: Estimated Monthly Quantities (EMQs) represent the total monthly quantities to be ordered per service item. EMQs are estimates only and do not bind the government to meet these estimates.

An asterisk indicates a requirement line item which has been modified under “Local Services.”

**URINE COLLECTION:**

<b>PROJECT CODE</b>	<b>REQUIRED SERVICES</b>	<b>ESTIMATED MONTHLY QUANTITY</b>	<b>UNIT PRICE</b>
1010	Urine Collection/Testing Reporting	2024 <input type="text" value="6"/>	<input type="text"/>
		<b>Unit: Price: per specimen</b>	

<b>PROJECT CODE</b>	<b>REQUIRED SERVICES</b>	<b>ESTIMATED MONTHLY QUANTITY</b>	<b>UNIT PRICE</b>
1504	Breathalyzer	2024 <input type="text" value="6"/>	<input type="text"/>
		<b>Unit: per administration</b>	

## SECTION C. DESCRIPTION/STATEMENT OF WORK

### PROVISION OF SERVICES

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

### INTRODUCTION

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

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

- B. The services to be performed are indicated in Sections B and C. The vendor shall comply with all requirements and performance standards of this agreement.
- C. The judiciary will refer defendants/persons under supervision on an “as needed basis” and makes no representation or warranty that it will refer a specific number of persons to the vendor for services.

### DEFINITIONS

- A. **“Solicitation”** means a request for proposals (RFP).
- B. **“Judiciary”** means United States Government.



- C. **“Director”** means the Director of the Administrative Office of the United States Courts (unless in the context of a particular section, the use of “Director” manifestly shows that the term was intended to refer to some other office for purposes of that section), and the term “his/her duly authorized representative” means any person or persons or board (other than the Contracting Officer) authorized in writing to act for the Director.
- D. **“Authorized representative”** means any person, persons, or board (other than the contracting officer and Chief Probation Officer/Chief Pretrial Services Officer) authorized to act for the head of the agency.
- E. **“Contracting Officer”** (i.e. CO) means the person designated by the Director or his/her duly authorized representative to execute this Agreement on the behalf of the Judiciary, and any other successor Contracting Officer who has responsibility for this agreement. The term includes, except as otherwise provided in this Agreement, the authorized representative of a Contracting Officer acting within the limits of his/her written authority.
- F. **“Defendant/Person Under Supervision”** means any pretrial releasee, probationer, parolee, mandatory releasee, mandatory parolee, or supervised releasee receiving drug/alcohol testing and/or substance use assessment/treatment, mental health assessment/evaluation/treatment, and or sex offense specific evaluation/treatment/testing while under the supervision of the Federal Probation or Pretrial Services Office. Hereinafter, the term defendant applies to those on pretrial supervision, whereas person under supervision applies to those on post-conviction supervision.
- G. **“U.S. Probation Officer”** (i.e., USPO) and **“U.S. Pretrial Services Officer”** (i.e., USPSO) means an individual appointed by the United States District Court to provide pretrial, presentence and supervision (pre and post sentence) services for the court. USPO and USPSO refers to the individual responsible for the direct supervision of a defendant/person under supervision receiving drug/alcohol testing and/or substance use assessment/treatment, mental health assessment/evaluation/treatment, sex offense specific evaluation/treatment/testing, and/or specialized treatment for pretrial defendants charged with a sex offense.
- H. **“Chief U.S. Probation Officer”** (i.e., CUSPO) and **“Chief U.S. Pretrial Services Officer”** (i.e., CPSO) means the individual appointed by the court to supervise the work of the court’s pretrial services and/or probation staff. For the purpose of the contract, the CUSPO and CPSO acts as the contract administrator on behalf of the Director of the Administrative Office of the United States Courts.
- I. **“Designee”** means the person selected by the Chief Probation Officer or the Chief Pretrial Services Officer to act in his/her behalf in drug, alcohol, and mental

health treatment matters.

- J. **“Telemedicine”** includes providing health care delivery, assessment, diagnosis, consultation, and treatment and the transfer of medical data through interactive audio, video, or electronic/data communications.
- K. **“Federal Bureau of Prisons”** is the federal agency responsible for housing inmates in federal prisons, penitentiaries, correctional institutions, and residential re-entry centers who have been sentenced by the federal courts.
- L. **“Clarifications”** are limited exchanges, between the Judiciary and offerors that may occur when award without discussions is contemplated. If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of proposals or to resolve minor or clerical errors.
- M. **“AOUSC”** refers to the Administrative Office of the U.S. Courts.
- N. **“Probation Form 45”** is the referring document submitted by the USPO/USPSO per defendant/person under supervision that outlines the services the vendor is authorized to provide.
- O. **“Monthly Sign-In Log”** is a document the vendor will use for each defendant/person under supervision to verify services are being offered/provided per Probation Form 45 requirements. The Monthly Sign In Log includes a place for defendant/person under supervision to sign for services based on project code, with a time in/out, vendor initials, co-payment received, and comments (to include a comment if the defendant/person under supervision failed to report, if no services were provided/received within the month, and if telemedicine was provided including the means in which the session was provided (teleconference, video conference, internet). This document accompanies the monthly invoice.
- P. **“Case Staffing Conference”** is a meeting between the Officer and the provider to discuss the needs and progress of the defendant/person under supervision. The defendant/person under supervision may or may not be present at the conference.
- Q. **“DSM”** is the Diagnostic and Statistical Manual of Mental Disorders.
- R. **“Co-payment”** is any payment from defendant/person under supervision.
- S. **“PPSO”** is the Probation and Pretrial Services Office, Administrative Office of the US Courts.
- T. **“PCRA”** means the Post-Conviction Risk Assessment, which is an assessment administered by the USPO with the person under supervision used to determine risk level, identify dynamic risk factors (criminogenic needs) and criminal thinking.

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

## **MANDATORY REQUIREMENTS**

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

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

### **1. Urine Collection, Instrumented Testing and Reporting (1010)**

The vendor shall perform the following procedures related to the collection, testing and reporting of urine specimens:

#### **a. Storage of Urinalysis Supplies**

The vendor shall:

- (1) Store all urinalysis supplies in a secure area with access limited only to authorized vendor employees involved in the collection process.

#### **b. Secure Collection Area**

The vendor shall:

- (1) To the extent possible, provide a lavatory only for collecting urine specimens that is not used by staff or others not providing urine specimens.
- (2) If the lavatory is used by others not providing a urine specimen, the vendor shall:
  - (a) Limit the possibility of any interference with the collection process or adulteration of the specimen; and
  - (b) Limit access during the collection process to only those involved in the collection of urine specimens.

#### **c. Safety Precautions and Collector Training.**

- (1) The vendor shall ensure that collectors receive appropriate detailed training that includes a review of the federal OSHA Bloodborne Pathogen regulations (29 C.F.R. 1910.1030). The vendor shall document such training in their personnel file and the employee must certify they have received and understand such training. The vendor shall provide the documentation to the CO upon request.
- (2) The vendor shall ensure that all personnel handling urine specimens wear disposable gloves designed for protection against bio-hazards and are familiar with standard precautions for handling bodily fluids.

**d. General Urine Specimen Collection Procedures**

- (1) The vendor shall ensure defendants/persons under supervision:
  - (a) Remove jackets, coats, and large pocket items before entering the collection area. These items can be placed on a hook or table inside the collection area.
  - (b) Set aside purse or other carried items. These items can remain in the collection areas; however, must remain outside of immediate access from the defendant/person under supervision.
  - (c) Vigorously wash their hands using soap and water, then thoroughly rinse their hands to remove all soap and any adulterants from under the fingernails or on the skin, and finally dry their hands completely prior to voiding.
  - (d) Roll up long-sleeved shirts so the collector can examine defendant's/person under supervision's arms to detect tampering devices or adulterants.
- (2) The vendor shall ensure that the collectors:
  - (a) Verify the identity of the defendant/person under supervision by means of a state driver's license, state identification or other acceptable form of photo identification.
  - (b) Collect specimens from only one donor at a time. Both the donor and the collector shall keep the specimen collection container in view at all times prior to it being sealed and labeled.
  - (c) Complete a Chain of Custody (provided by the CO) before a defendant/person under supervision voids following the chain of custody procedures and peel the Barcode label from the Chain of Custody form and place it on the bottle.
  - (d) Collect a minimum of 30 milliliters of urine to allow the

laboratory to conduct the initial presumptive screen and confirmation tests. A specimen with less than 10 milliliters of urine is not acceptable for testing and shall not be submitted, unless specifically authorized by the Probation or Pretrial Services Office, as the nationally contracted laboratory will not test it due to insufficient quantity.

- (e) Not flush urinals/toilets until the collection is completed and the collector advises it is safe to do so (a coloring agent is not necessary for direct observation of urine collection).
- (f) Observe and document any indication (unusual color, odor) of specimen dilution and/or adulteration, or any unusual collection events or discrepancies.
- (g) Close and tightly secure the specimen collection container or have the defendant/person under supervision close the specimen collection container, to ensure it will not leak. In the event the defendant/person under supervision secures the collection container, the collector shall ensure it was tightly secured.
- (h) Review the temperature of the specimen to determine if it is near body temperature, if applicable. If temperature strips are provided by the CO, the temperature of the specimen should be measured within 4 minutes of collection and should be within a range of 90 - 100 degrees.
- (i) Use a tamper evident tape or label across the top of the bottle cap and down the sides of the bottle, and the collector or defendant/person under supervision shall initial the tamper tape or label.
- (j) Sign the Specimen Collection Statement of the Chain of Custody Form. The collector shall not sign the certification area of the form until the collection process is completed.
- (k) Have the defendant/person under supervision sign the Chain of Custody Form.
- (l) Follow notification protocols outlined in this Statement of Work under Notifying USPO/USPSO of Defendant/Person Under Supervision Behavior.

e. **Observed Urine Specimen Collection Procedures**

The vendor shall:

- (1) Directly observe defendants/persons under supervision voiding into a specimen collection container. Collectors observing the voiding process shall be the same gender as the defendant/person under supervision providing the specimen (no exceptions).
- (2) The use of mirrors is acceptable if the mirrors aid the collector in viewing the voiding process.

f. **Unobserved Urine Specimen Collection Procedures**

The vendor shall perform the following urine specimen collection procedures if circumstances prevent the observed collection of a specimen. The vendor shall ensure that collectors:

- (1) Take unobserved specimens **only** when the defendant/person under supervision and the collector are not of the same gender or it is virtually impossible to collect an observed specimen. If circumstances necessitate the collection of unobserved specimens, the vendor shall contact the CO for approval prior to the collection.
  - (2) Secure any source of water in the area where the collection occurs, by either shutting off the water or securing its access with tamper evident tape.
  - (3) Remove and/or secure any agents that could be used in an attempt to adulterate the specimen, such as soaps, cleaners and deodorizers.
  - (4) Clearly document on the Chain of Custody Form any unobserved collection.
  - (5) When provided by the CO, use a temperature strip to measure urine specimen temperatures which should range between 90- and 100-degrees Fahrenheit. The time from voiding to temperature measurement is critical and in no case shall exceed 4 minutes.
  - (6) Obtain a second specimen from defendant/person under supervision whose urine specimen temperature is outside the range in (5) above.
  - (7) Place a blue or green colored toilet bowl cleaner or coloring agent in the commode or bowl for commodes without holding tanks to deter dilution of the specimen with commode water.
  - (8) Follow all general collection procedures in subsection d above.
- g. **Urine Specimen Mailing and Storage** (For specimens shipped or transferred to contract national drug testing laboratories or on-site instrumented drug testing laboratories).

The vendor shall ensure that:

- (1) Every specimen shipped or transferred to a testing facility is contained in a collection container specifically designed to withstand the rigors of transport. All collection containers shall be provided by the Judiciary.

- (2) The collector places the specimen and corresponding Chain of Custody Form in the approved shipping container and places such containers in the custody of an approved delivery service or courier.
- (3) The collector notifies the shipper/delivery service/courier that specimen(s) are ready to be delivered to the laboratory. Specimens shall be mailed/shipped no later than the close of business the day the specimens are collected, or the morning of the day following the collection.
- (4) Urine specimens are stored in a secure area with access limited only to collectors or other vendor authorized personnel.

**h. “No Test” Policy**

The urinalysis laboratories under national contract with the AOUSC **will only test** urine specimens if all the following conditions are met.

- (1) The specimen bottle contains no less than 10 milliliters of urine.
- (2) The specimen security seal or tamper evident system (e.g., tape) is present and intact.
- (3) The specimen bar code label is present.
- (4) The specimen is accompanied by the Chain of Custody Form.
- (5) The specimen identifier (i.e., bar code number) on the bottle is identical to the number on the Chain of Custody Form.
- (6) The collector’s signature is on the Chain of Custody Form.

When any of the above conditions are not met, “No Test” will be stamped on the request report form and the reason for the no test will be checked or written in the space provided. Specimens that cannot be tested will be discarded. The vendor shall ensure that **all** the above conditions are present for specimens sent to the national drug testing laboratories for testing. For districts using a local or regional laboratory for testing of samples, the Chain of Custody Form shall also include the signature of the defendant/person under supervision.

For specimens that are received by the national drug testing laboratories or local or regional laboratories and are untestable in accordance with the no-test policy or failure to follow the required collection guidelines, the vendor shall not invoice the district for the cost of the collection. The CO will provide notification to the

vendor of untestable specimens.

i. **Random Urine Specimen Collection Procedures**

The vendor shall provide random urine specimens collections in accordance with the following:

- (1) The vendor shall collect random urine specimens at the frequency determined and authorized in the Probation Form 45.
- (2) The vendor shall collect random urine specimens when the defendants/person under supervision have less than 24 hours' notice that a urine specimen is to be submitted.
- (3) The vendor shall not alter a randomly scheduled urine collection without the approval of the CO.
- (4) Upon request of the CO, the vendor shall develop and operate an automated phone notification system for random urine collections. The vendor shall obtain the approval of the CO for the design and operation of the phone-based system before putting it into use.

j. **Urine Specimen Collection Records and Reports**

(1) **Urinalysis Testing Log**

The vendor shall utilize the Urinalysis Testing Log (included within Section J attachments) for all urinalysis specimens collected which shall indicate:

- (a) Defendant/person under supervision's name and PACTS number.
- (b) Vendor name and agreement #
- (c) Month/Year
- (d) Collection Date
- (e) Defendant's/person under supervision's signature
- (f) Collector initial
- (g) Bar Code number
- (h) Special tests requested,
- (i) Drugs or medications taken, and
- (j) Co-pay collected (if applicable)

Prior to the use of any other log to record this information, the vendor shall seek approval of the log from the CO.

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



disclosure of drug or alcohol treatment records.

**k. National Contract Urinalysis Laboratories**

Some initial urine specimens are analyzed under a separate contract with the AOUSC. Any confirmation testing completed on urine specimens that have a presumptive positive result shall be done by the national contract testing laboratory. The CO shall provide supplies and instructions for the shipping and handling of specimens.

**l. Onsite Screening Urinalysis Laboratory**

Urine specimens are analyzed by onsite laboratories at some locations in Probation and/or Pretrial Services Offices. Specimens sent to these facilities shall be processed in the same manner as listed above. Upon award, the CO shall notify the vendor that it uses an on-site testing laboratory and provide supplies and instructions for the shipping and handling of specimens.

**2. Breathalyzer (1504):**

The vendor shall:

- a. Provide a breath alcohol content (BAC) test and all supplies and consumables necessary to operate the instrument, in accordance with the Probation Form 45. The vendor shall provide and use a reliable instrument approved by the CO.
- b. Ensure all staff using the instrument are trained and familiar with its operation as outlined in the manufacturer's operation instructions, and their training is documented.
- c. Report a positive BAC test, no show, or refusal of the defendant/person under supervision to take the BAC test to the USPO/USPSO within 24 hours.
- d. Utilize the Breathalyzer Log (included in the Section J attachments) to indicate those defendants/persons under supervision tested, the staff performing the test, the reason for the test, the test results, additional comments, to include refusal by the defendant/person under supervision. Use of any other log shall be approved by the CO.
- e. Maintain an instrument log (included in the Section J attachments) that will document the instrument's serial number, requirements for calibration, dates of calibration, and the date for the next calibration. Use of any other Instrument logs shall be approved by the CO.

**3. General Requirements**

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

(1) File Maintenance

The vendor shall:

- (a) Maintain a secure filing system of information on all defendants/persons under supervision to whom the vendor provides services under this contract/agreement. If information is maintained electronically, the vendor shall provide access to all files available for review (format shall be specified by the CO, e.g. paper copy, flash drive, electronic access, etc.) immediately upon request of the CO.
- (b) If maintaining paper files, separate defendant/person under supervision files from other vendor records. This will facilitate monitoring and promote defendant/person under supervision confidentiality.
- (c) Keep a separate file for each defendant/person under supervision.
- (d) Create a separate file when a defendant on pretrial services supervision is sentenced to probation supervision but continued in treatment with the vendor. The vendor may copy any information relevant from the pretrial services file and transfer it into the probation file, except for information covered under the Pretrial Services Confidentiality Regulations.
- (e) Identify any records that disclose the identity of a defendant/person under supervision as **CONFIDENTIAL**.
- (f) Keep all defendant/person under supervision records for three years after the final payment is received for Judiciary inspection and review, **except** for litigation or settlement of claims arising out of the performance of this agreement, which records shall be maintained until final disposition of such appeals, litigation, or claims. Note: this requirement is not in lieu of the vendor following other local/state/federal record retention requirements.
- (g) At the expiration of the performance period of this agreement the vendor shall provide the USPO/USPSO or CO a copy of all defendant/person under supervision records that have not been previously furnished, including copies of chronological notes.

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

§ 164.302 to 318 with regard to electronic information.

b. **Disclosure**

The vendor shall:

- (1) Protect **CONFIDENTIAL** records from disclosure except in accordance with item number b. (2), (3), (4),(5), (6), and (7) below.
- (2) Obtain defendant's/person under supervision's authorization to disclose confidential health information to the USPO/USPSO. If the vendor is unable to obtain this disclosure, the vendor shall notify the USPO/USPSO immediately.
- (3) Disclose defendant/person under supervision records upon request of the USPO/USPSO or designee to the USPO/USPSO or designee.
- (4) Make its staff available to the USPO/USPSO to discuss treatment of a defendant/person under supervision.
- (5) Disclose defendant/person under supervision records only in accordance with 42 C.F.R. Part 2, and 45 C.F.R. § 160.201 to 205 and Part 164 (even if the vendor is not otherwise subject to 45 C.F.R. § 16.201 to 205, and Part 164). The vendor shall disclose records only after advising the USPO/USPSO of the request and any exceptions to the disclosure of, or an individual's right of access to, treatment or protected health information that might apply.
- (6) Not disclose "pretrial services information" concerning pretrial services defendants. "Pretrial services information," as defined by the "Pretrial Services Confidentiality Regulations," is "any information, whether recorded or not, that is obtained or developed by a pretrial services officer (or a probation officer performing pretrial services duties) in the course of performing pretrial services." Pretrial Services Confidentiality Regulations, §2.A. Generally, any information developed by an officer performing pretrial services that is shared with the vendor will be confidential pretrial services information. Only a judicial officer or a Chief USPO/USPSO may authorize disclosure of pretrial services information to a third party pursuant to the Pretrial Services Confidentiality Regulations. Any doubts about whether a potential disclosure concerns pretrial services information must be resolved by consultation with the USPO/USPSO.
- (7) The vendor and its subcontractors are authorized to access criminal

history information available in pretrial services or probation records that have been provided by the USPO/USPSO. This information is provided solely for the purpose of providing services under this contract. Any unauthorized re-disclosure of this information may result in termination of this contract and the imposition of civil penalties.

- (8) Ensure that all persons having access to or custody of defendant/person under supervision records follow the disclosure and confidentiality requirements of this agreement and federal law.
- (9) Notify the CO immediately upon receipt of legal process requiring disclosure of defendant/person under supervision records.

**Note:** The Judiciary agrees to provide any necessary consent forms that federal, state or local law requires.

**c. File Content**

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

- (1) **Chronological Notes** that:
  - (a) Record all significant contacts (e.g., in person, by telephone, or any other form of protected electronic communication) with the defendant/person under supervision including USPO/USPSO and others. Records shall document all notifications of absences and any apparent conduct violating a condition of supervision occurs.
  - (b) Are in accordance with the professional standards of the individual disciplines and with the respective state law on health care records.
  - (c) Notes could include sessions attended, topics covered during sessions, defendant's/person under supervision's participation, clinical goals of treatment, the methods/methodologies and/or type of therapy used, changes in treatment, the defendant's/person under supervision's observed progress, or lack thereof, toward reaching the goals in the treatment records. Specific achievements, failure to attend, failed assignments, rule violations and consequences given should be recorded.
  - (d) Are current and available for review by the USPO/USPSO or CO and by the Probation and Pretrial Services Office (PPSO) at the Administrative Office.

- (e) Chronological notes shall be legible, dated and signed/electronically certified by the practitioner, to include the practitioner's licensure/credentials.
- (2) Probation Form 45 and **Amended Probation Form 45** that:
- (a) The USPO/USPSO prepares which identifies vendor services to be provided to the defendant/person under supervision and billed to the Judiciary under the terms of agreement, and any co-payments due by the defendant. Note: the Judiciary is not required to reimburse for any services that were not authorized on the Probation Form 45, or any services provided in excess of services authorized.
  - (b) USPO/USPSO shall amend the Probation Form 45 when changing the services the vendor shall perform, their frequency, or other administrative changes (e.g., co-payment amounts) and upon termination of services.
- (3) **Authorization to Release Confidential Information** that:
- (a) The defendant/person under supervision and USPO/USPSO and/or other witness sign prior to the defendant's/person under supervision's first appointment with the treatment provider.
  - (b) The vendor shall have a signed release of information before releasing any information regarding the defendant/person under supervision or the defendant's/person under supervision's treatment and progress to the USPO/USPSO.
- (4) **Monthly Sign-In Log**
- (a) Along with the monthly invoice, is submitted for the month for which the vendor is invoicing, with one Monthly Sign-In Log per defendant/person under supervision.
  - (b) Includes all defendant's/person under supervision's scheduled contacts during the month (per project code), to include notation/comment indicating any failure to report on scheduled dates, or when service was provided via telehealth.
  - (c) Defendant/person under supervision shall sign-in upon arrival to include the time in and time out of service with the vendor initialing to verify accuracy of time in/time out.
  - (d) Documents any defendant's/person under supervision's co-payment, and
  - (e) USPO/USPSO or designee uses to certify the monthly invoice.
  - (f) For residential placements, only required to obtain defendant/person

under supervision signature on first and last day of placement.

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

- (5) **Urinalysis Testing Log** (if applicable) that:
  - (a) Along with the monthly invoice, is submitted for the month for which the vendor is invoicing.
  - (b) Shall record all collected urinalysis specimens and indicate:  
Has all applicable sections completed
    - (1) Defendant's/person under supervision's name and PACTS number
    - (2) Vendor name and agreement #
    - (3) Month/Year
    - (4) Collection Date
    - (5) Defendant's/person under supervision's signature
    - (6) Collector's initials
    - (7) Bar Code number (if applicable)
    - (8) Special tests requested (if applicable)
    - (9) Drugs or medication taken
    - (10) Test Results (if applicable)
    - (11) Co-pay collected (if applicable)
  - (c) The vendor shall submit for CO approval if vendor Urinalysis Testing Log form differs from the sample form.
  - (d) The vendor shall ensure that a defendant/person under supervision signing or initialing an entry Urinalysis Log cannot see the names or signatures of other defendants/person under supervision.

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

d. **Telemedicine**

On a case-by-case basis, telemedicine may be authorized to provide services outlined within this Statement of Work. The use of telemedicine is authorized only after the vendor and the USPO/USPSO staff the individual defendant's/person under supervision's case, determine he/she is appropriate for

treatment via telemedicine, determine which specific services are appropriate via telemedicine, and it is approved by the district's contracting officer or designee.

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

- (1) The vendor is authorized to provide specified services via telemedicine, which includes providing health care delivery, assessment, diagnosis, consultation, and treatment and the transfer of medical data through interactive audio, video, or electronic/data communications. The vendor must adhere to and meet the same legal, ethical, and confidentiality standards when providing telemedicine. The vendor shall also obtain consent of the defendant/person under supervision before the delivery of telemedicine services and shall include documentation of the same in the individual's treatment record.
- (2) In situations in which more than one person is in attendance, to ensure confidentiality for each session, the vendor shall require that each person verify that he or she is the only person on that line and that no person who is not part of that treatment group is listening. Each participant will also enter into a confidentiality agreement before being allowed to participate in treatment by telephone.
- (3) To verify that services were performed, the vendor shall complete the Monthly Sign- In Log with all necessary information; however, the vendor shall print the defendant's/person under supervision's name within the signature field, and the comment section shall reflect the means in which the session was conducted (i.e. teleconference, video conference, internet).
- (4) For de-escalation, if an emotionally charged topic was discussed or the defendant/person under supervision appears emotionally agitated, the vendor shall follow up with additional contact later in the day to ensure that the defendant/person under supervision has successfully de-escalated. The vendor shall also remind the defendant/person under supervision to reach out to his or her social support system at any time.

e. **Case Staffing Conference**

The vendor shall participate in case staffing conferences:

- (1) Case staffing with the USPO/USPSO can be conducted in person, by

telephone, or any other form of protected electronic communication. When applicable, the case staffing may include the vendor, the defendant/person under supervision, and the officer to clearly define expectations and clinical treatment goals. Communication with the officer should be driven by risk, needs, and responsivity specific to the defendant/person under supervision.

Additionally, case staffing shall occur:

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

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

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

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

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

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

- (1) A typed **Treatment Plan**, created with the defendant/person under supervision, is submitted at least every 90 days that outlines the following:
  - a. Treatment related goals that are specific, measurable, achievable, relevant and time-bound (SMART) goals,
  - b. Action steps for the defendant/person under supervision to accomplish the identified treatment goals, to include appropriate type and frequency of treatment;
  - c. The defendant's/person under supervision's supportive social networks (e.g. family, friends, peer support, co-workers, etc.),
  - d. Medication management plan (when applicable),
  - e. Collaboration and coordination for community-based services (when



- applicable),
  - f. Skills to assist in managing known risk and symptoms,
  - g. Adaptable skills for self-management,
  - h. Recommendation/justification for continued treatment services, and
  - i. Signed and dated by the vendor and defendant/person under supervision.
- (2) A typed **Transitional Care Plan**, created with the defendant/person under supervision when possible, that is submitted at the conclusion of contract treatment services, but no later than 15 business days after treatment is terminated.
- a. The community is best served when the person under supervision remains drug free, employed, and invested in healthy relationships beyond the period of supervision. Transitioning is defined as the process of moving a person under supervision from contract treatment services to a community-based aftercare program that is managed by the person under supervision. Transitioning from treatment occurs throughout the treatment process to ensure that the person under supervision possesses the tools and community resources necessary to function under decreasing levels of supervision which is monitored by the officer.
  - b. The typed transitional care plan shall outline the following:
    - 1) the reason for concluding contract treatment services, to include unsuccessful discharge and the reasons why unsuccessful,
    - 2) the defendant's/person under supervision's supportive social networks (e.g. family, friends, peer support, co-workers, etc.),
    - 3) medication management plan (when applicable),
    - 4) collaboration and coordination for community-based services (when applicable),
    - 5) acquired skills to assist in managing known risk and symptoms,
    - 6) adaptable skills for self-management,
    - 7) diagnosis and prognosis, and
    - 8) signed and dated by the vendor, and the defendant/person under supervision when possible.

g. **Vendor Testimony**

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

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

and

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

(ii) in response to a subpoena.

- (2) Provide testimony including but not limited to a defendant's/person under supervision's: attendance record; drug test results; general adjustment to program rules; type and dosage of medication; response to treatment; test results; and treatment programs.
- (3) Receive reimbursement for subpoenaed testimony through the Department of Justice based on its witness fee and expense schedule.
- (4) Receive necessary consent/release forms required under federal, state or local law from the Judiciary.
- (5) Not create, prepare, offer, or provide any opinions or reports, whether written or verbal that are not required by this statement of work and the treatment program unless such action is approved in writing by the Chief U.S. Probation Officer or Chief U.S. Pretrial Services Officer.

**h. Emergency Services and Contact Procedures**

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

**4. Notifying USPO/USPSO of Defendant/Person under Supervision Behavior**

The vendor shall:

- a. Notify the USPO/USPSO, or follow other notification protocol outlined by the CO, within 24 hours or as specified in writing by the CO of defendant/person under supervision behavior including but not limited to:
  - (1) Positive drug or alcohol test results.
  - (2) Attempts to adulterate a urine specimen and/or compromise any drug detection methodology to determine illicit drug usage.

- (3) Attempts or offers of bribery.
- (4) Attempts at subterfuge and/or failure to produce a urine specimen for testing (i.e., stall; withholding a specimen or failure to produce a specimen of sufficient quantity for testing).
- (5) Failure to appear as directed for any service as authorized on the Probation Form 45, including but not limited to, drug testing (to include urine collection, alcohol test, and sweat patch), evaluation, assessment, counseling session, polygraph testing, medication appointments.
- (6) Failure to follow vendor staff direction.
- (7) Apparent failure to comply with conditions of supervision.
- (8) Any behavior that might increase the risk of the defendant/person under supervision to the community or any specific third party. Behaviors under this subsection shall be immediately reported to the USPO/USPSO and CO.

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

## 5. **Staff Requirements and Restrictions**

The vendor shall ensure that:

- a. After award, persons currently under pretrial services, probation, parole, mandatory release, or supervised release (federal, state or local) shall not perform services under this agreement nor have access to defendant/person under supervision files.
- b. After award, persons charged with or under investigation for a criminal offense shall not perform services under this agreement nor have access to defendant/person under supervision files unless approved in writing by the CO after consultation with PPSO and PMD.
- c. After award, persons convicted of any sexual offense (including but not limited to, child pornography offenses, child exploitation, sexual abuse, rape or sexual assault) or required under federal, state, or local law to register on the Sexual Offender registry shall not perform services under this agreement or contract nor shall they have access to defendant/person under supervision files unless approved in writing by the CO after consultation with PPSO and PMD.

- d. After award, persons with any restrictions on their licenses, certifications or practice (or those who voluntarily agree to such a restriction) based on negotiations or proceedings with any licensing authority, or whose license has expired, shall not perform services under this agreement or contract nor shall they have access to defendant/person under supervision files unless approved in writing by the CO after consultation with PPSO and PMD.
- e. The vendors and its employees shall:
  - (1) Avoid compromising relationships with defendants/person under supervision and probation or pretrial services staff, and
  - (2) Not employ, contract with, or pay any defendant/person under supervision, defendant's/person under supervision's firm or business, or currently employed USPO/USPSO to do any work for the vendor either at the vendor's facilities or personally for any of the vendor's employees during the period of this agreement.
  - (3) Report any such improprieties or the appearance thereof immediately to the USPO/USPSO or designee.
  - (4) Report to the USPO/USPSO any investigations, pending charges, arrests and/or convictions related to a criminal offense, any restrictions on staff licenses or certifications, whether imposed or voluntary, involving any staff performing services under this agreement within 48 hours of obtaining knowledge.
- f. Within three business days, the vendor shall notify the CO in writing of any staff changes. For any new staff, the vendor shall submit an Offeror's Staff Qualifications form (Section L - Attachment C) for each new staff member added under the agreement.
- g. Failure to comply with the above terms and conditions could result in termination of this agreement.

6. **Facility Requirements:**

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

Should a vendor and/or subcontractor choose to relocate a facility within the catchment area, the vendor shall provide the CO written notification no less than 30 days prior to relocation and include the facility address. For any relocation, the vendor must provide a

copy of Attachment B, certifying compliance with the requirements as listed in paragraphs 2(c) and 2(d) of Section L. On site visits will be conducted to verify that the offeror's facility complies with the requirements of the RFP.

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

8. **Local Services**

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

**SECTION D. PACKAGING AND MARKING**

NOT APPLICABLE

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 Vendors Performance (Mandatory Requirement)**

The vendor and subcontractor shall:

- (a) Maintain a physical facility, within the identified catchment area, that meets all applicable federal, state and local regulations (e.g., building codes). In the event the physical facility does not provide adequate access for defendants/persons under supervision with physical disabilities (e.g. no elevator access to second floor office space, etc.), the vendor shall have access to an alternate facility/space within the identified catchment area that meets the requirements.
- (b) Not endanger the health and safety of employees, clients and the community.
- (c) Provide physical facilities that preserve both the integrity of the confidential relationship and the personal dignity of the client.

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

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

<http://www.uscourts.gov/procurement.aspx>

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

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

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 Provision of Services to Federal Defendants and Persons Under Supervision (Mandatory Requirements)**

- a. In an effort to protect the community by providing outpatient treatment services, the vendor shall have the capability to immediately place Federal defendants/persons under supervision in outpatient assessment/testing/evaluation/treatment or drug/alcohol testing without regard to any placement backlog or waiting lists.
- b. Recognizing the problems of limited bed space, vendors shall place referrals for residential placements in the first available bed space, recognizing priority placement above other referrals.
- c. The vendor shall not unilaterally refuse services to any defendant/person under supervision referred by the Government, except where the defendant/person under supervision poses an apparent danger to the vendor's staff or other clients. The vendor shall not refuse service without approval of the Government.
- d. Termination of defendants/persons under supervision from treatment or other authorized services, based upon a violation of the vendor's program rules and regulations shall not be made without the approval of the Government. When necessary, the vendor may take appropriate and immediate action to protect staff and clients.
- e. The contractor shall not tell defendants/persons under supervision to misrepresent or withhold information regarding the treatment provider or the treatment services received in response to questions posed by the USPO/USPSO or other government or law enforcement agencies authorized to make such inquiries.

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



**SECTION G - AGREEMENT ADMINISTRATION DATA****G.1 Contact Point for Assistance**

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

**G.2 Fiscal Records (Mandatory Requirement)**

The vendor shall:

- a. Maintain its fiscal records according to generally accepted accounting principles.
- b. Keep and identify all financial records, that disclose the identity of any defendant/offender as **CONFIDENTIAL**.
- c. Keep all defendant/person under supervision records associated with the agreement for three (3) years after the final payment date under the agreement, for Government inspection and review, except that the vendor shall keep defendant/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. Note: this requirement is not in lieu of the vendor following other local/state/federal record retention requirements.

**G.3. Invoices (Mandatory Requirement)**

The vendor shall:

- a. Submit an original copy of the invoice to the address listed in block 7 of the **Solicitation/Offer/Acceptance** in SECTION A, p.1 of the RFP. Additionally, the **Monthly Sign In Log, Drug Testing Logs**, and documentation of any vendor related travel (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/person under supervision 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.

**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, said signature can be electronic or physical:

- (1) Is correct and accurate to the best of his/her knowledge, and
  - (2) Includes only charges for services actually provided to defendants/persons under supervision.
- e. The vendor shall submit separate invoices for services provided to U.S. Pretrial Services defendants and services provided to U.S. Probation Office persons under supervision.
- f. 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	4010	6000	6030
1011	4020	6010	6032
2000	5010	6012	6036
2010	5011	6015	6050
2011	5012	6016	6051
2020	5020	6020	6090
2022	5021	6021	6091
2030	5022	6022	7013
2030	5023	6026	7023
2090	5025	6027	9021
	5030	6028	

**Note:** A "No-Show" occurs when a defendant/person under supervision 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
61-75	\$25.00
76-90	\$30.00

- j. The vendor shall include the cost of written reports and conferences with the USPO/USPSO in the prices for defendant/person under supervision services unless the Probation Form 45 authorizes them as part of a specific service (e.g., Intake Assessment and Report (2011), Psychological Evaluation and Report (5010)).
- k. The vendor shall include the cost of telephone contacts, e-mails, texting, etc. with defendants/persons under supervision in the unit price for the services and shall not bill separately for these contacts.
- l. For project codes 1010, 1011, and 1012, that are untestable in accordance with the no-test policy or failure to follow the required collection guidelines, the vendor shall not invoice the district. The USPO/USPSO will provide notification to the vendor of untestable specimens.

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

- a. The vendor shall not request or accept payment either directly or indirectly from the defendant/person under supervision for services under this agreement unless the USPO/USPSO authorizes in writing partial or total payment by the defendant/person under supervision for prescheduled individual services customarily provided by a physician or professional staff member.
- (1) The USPO/USPSO shall evaluate the defendant's/person under supervision's financial status (e.g., employment) before authorizing defendant's/person under supervision's payments to the vendor and shall notify the defendant/person under supervision and vendor of the authorized defendant/person under supervision required payments in the Probation Form 45.
- 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. Note: if the vendor submitted invoices and received payment for the same services from other sources, the vendor is not authorized to collect an administrative fee for receipt of payment.
- 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.
- (3) The vendor shall not accept reimbursement or co-payment for services in an amount that exceeds the amount authorized in the contract/agreement with the Government.

**SECTION H - SPECIAL AGREEMENT REQUIREMENTS****H.1 Clause -25, Indemnification (AUG 2004)**

- (a) The contractor assumes full responsibility for and shall indemnify the judiciary against any and all losses or damage of whatsoever kind and nature to any and all judiciary property, including any equipment, products, accessories, or parts furnished, while in its custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the contractor, any subcontractor, or any employee, agent or representative of the contractor or subcontractor.
- (b) If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the contractor or its employees, any judiciary-owned or controlled property is lost or damaged as a result of the contractor's performance of this contract, the contractor shall be responsible to the judiciary for such loss or damage, and the judiciary, at its option, may, in lieu of requiring reimbursement therefor, require the contractor to replace at its own expense, all property lost or damaged.
- (c) *Hold Harmless and Indemnification Agreement* The contractor shall save and hold harmless and indemnify the judiciary against any and all liability claims and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or subcontractor.
- (d) The contractor shall indemnify and hold the judiciary, its employees, and others acting on its behalf harmless against any and all loss, liability, or damage arising out of the negligence, failure to act, fraud, embezzlement, or other misconduct by the contractor, its employees, subcontractors, agents, or representatives of the contractor or subcontractor.
- (e) *Judiciary's Right of Recovery* Nothing in the above paragraphs will be considered to preclude the judiciary from receiving the benefits of any insurance/bonds the contractor may carry which provides for the indemnification of any loss or destruction of, or damages to, property in the custody and care of the contractor where such loss, destruction or damage is to judiciary property. The contractor shall do nothing to prejudice the judiciary's right to recover against third parties for any loss, destruction of, or damage to, judiciary property, and upon the request of the contracting officer will, at the judiciary's expense, furnish to the judiciary all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the judiciary) in obtaining recovery.

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

## H.2 DRUG-FREE WORKPLACE - JAN 2003

- (a) Definitions. As used in this clause,

**"Controlled Substance"** means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

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

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

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

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

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

- (b) The Contractor, if other than an individual, shall--within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration), or as soon as possible for contracts of less than 30 calendar days performance duration--
- (1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - (2) Establish an ongoing drug-free awareness program to inform such employees about-
    - (i) The dangers of drug abuse in the workplace;
    - (ii) The Contractor's policy of maintaining a drug-free workplace;

- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees from drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause, that as a condition of continued employment on the contract resulting from this solicitation, the employee will-
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction;
- (5) Notify the contracting officer within ten (10) days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subparagraph (a)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
  - (i) Taking appropriate personnel action against such employee, up to and including termination; or
  - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from the contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) and (c) of this clause may, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension of debarment.

### **H.3 Government Furnished Property - (JAN 2003)**

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

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



**SECTION I - REQUIRED CLAUSES****I.1 Clause -30, Public Use of the Name of the Federal Judiciary - (JUN 2014)**

- (a) The contractor shall not refer to the judiciary, or to any court or other organizational entities existing thereunder (hereinafter referred to as "the judiciary"), in advertising, news releases, brochures, catalogs, television and radio advertising, letters of reference, web sites, or any other media used generally by the vendor in its commercial marketing initiatives, in such a way that it represents or implies that the judiciary prefers or endorses the products or services offered by the contractor. This provision will not be construed as limiting the contractor's ability to refer to the judiciary as one of its customers when providing past performance information as part of a proposal submission, as opposed to general public marketing.
- (b) No public release of information pertaining to this contract will be made without prior judiciary written approval, as appropriate, and then only with written approval of the contracting officer.

**I.2 Subcontracting**

Services 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.

### I.3. Clause B-5 Clauses Incorporated by Reference - (SEP 2010)

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

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

Clause 1-15	Disclosure of Contractor Information to the Public	AUG 2004
Clause 3-25	Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2014
Clause 3-160	Service Contract Act of 1965, As amended	JUN 2012
Clause 3-205	Protest After Award	JAN 2003
Clause 3-210	Protests	JUN 2014
Clause 3-300	Registration in the System for Award Management The Offeror shall register in the System for Award Management ( <a href="http://www.sam.gov">www.sam.gov</a> ) at the time an offer is submitted. Note: if awarded, the Offeror shall maintain registration in <a href="http://www.sam.gov">www.sam.gov</a> . Failure to do so could result in delay in payments.	APR 2013
Clause 7-35	Disclosure or Use of Information	APR 2013
Clause 7-70	Judiciary Property Furnished "As Is"	APR 2013
Clause 7-85	Examination of Records	JAN 2003
Clause 7-115	Availability of Funds	JAN 2003
Clause 7-135	Payments	APR 2013
Clause 7-140	Discounts for Prompt Payment	JAN 2003
Clause 7-150	Extras	JAN 2003
Clause 7-175	Assignment of Claims	JAN 2003
Clause 7-185	Changes	APR 2013
Clause 7-215	Notification of Ownership Changes	JAN 2003
Clause 7-223	Termination for the Convenience of the Judiciary (Short Form)	AUG 2004
Clause 7-230	Termination for Default (Fixed Price -	JAN 2003



## **SECTION J - LIST OF ATTACHMENTS**

- J.1 SAMPLE PROGRAM PLAN (PROBATION FORM 45)
- J.2 MONTHLY SIGN IN LOG
- J.3 AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION  
(PROBATION FORMS 11B, 11E, and 11I; and PSA FORMS 6B, and 6D)
- J.4 INVOICE
- J.5 TESTING LOGS (URINALYSIS, SWEAT PATCH, BREATHALYZER)
- J.6 DEPARTMENT OF LABOR WAGE DETERMINATION  
(As required by the Service Contract Act, when applicable.)

Prob. Form 45

Today's Date:

**Client Identifying Information**

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

**Photo  
Not  
Available**

**Provider Information**

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

Phone:

Fax:

**Authorized Services**

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

**Services Ordered**

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

**Instructions to Provider Regarding Client Needs and Goals of Treatment**\_\_\_\_\_  
Officer:\_\_\_\_\_  
Referral Agent:\_\_\_\_\_  
Client:

### MONTHLY SIGN IN LOG

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

**Vendor:**

**Agreement #:**

**Defendant/Person Under Supervision:**

**PACTS #:**

Pretrial    Post-Conviction

**Service Month/Year:**

**Required co-payment (if applicable):**

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

Additional Page

Defendant/Person Under Supervision Name:

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

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

I, \_\_\_\_\_, the undersigned,  
(Name of Client)

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

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

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

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

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

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

\_\_\_\_\_  
(Name and Address of Program)

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

\_\_\_\_\_  
(Signature of Parent or Guardian if Client is a Minor)

\_\_\_\_\_  
(Signature of Client)

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

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

\_\_\_\_\_  
(Name & Title of Witness)

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



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

I, \_\_\_\_\_, the undersigned,  
(Name of Client)

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

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

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

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

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

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

\_\_\_\_\_  
(Name and Address of Program)

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

\_\_\_\_\_  
(Signature of Parent or Guardian if Client is a Minor)

\_\_\_\_\_  
(Signature of Client)

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

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

\_\_\_\_\_  
(Name & Title of Witness)

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

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

I, \_\_\_\_\_, the undersigned,  
(Name of Client)

hereby authorize \_\_\_\_\_ to release confidential  
(Name of Program)

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

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

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

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

\_\_\_\_\_  
(Name and Address of Program)

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

\_\_\_\_\_  
(Signature of Parent or Guardian if Client is a Minor)

\_\_\_\_\_  
(Signature of Client)

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

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

\_\_\_\_\_  
(Name & Title of Witness)

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

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

I, \_\_\_\_\_, the undersigned,  
(Name of Client)  
hereby authorize \_\_\_\_\_ to release confidential  
(Name of Program)  
information in its records, possession, or knowledge, of whatever nature may now exist or come to exist to the United  
States Pretrial Services or Probation Office for the \_\_\_\_\_ District of \_\_\_\_\_.  
(Name of Court) (State)

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

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

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

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

\_\_\_\_\_  
(Name and Address of Program)

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

\_\_\_\_\_  
(Signature of Parent or Guardian, if Client is a Minor)

\_\_\_\_\_  
(Signature of Client)

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

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

\_\_\_\_\_  
(Name & Title of Witness)

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

**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)

Date \_\_\_\_\_

Page \_\_\_\_ of \_\_\_\_

**ADMINISTRATIVE OFFICE OF THE UNITED STATES COURTS  
TREATMENT SERVICES INVOICE**

**(PART A)**

- |   |   |
|---|---|
| <p>1. Judicial District _____</p> <p>2. Vendor _____</p> <p style="padding-left: 20px;">a. Address: _____</p> <p style="padding-left: 20px;">_____</p> <p style="padding-left: 20px;">_____</p> <p style="padding-left: 20px;">b. Telephone: _____</p> <p style="padding-left: 20px;">_____</p> | <p>3. P.O./B.P.A.# _____</p> <p>4. Service Delivery: From _____ To _____</p> <p>5. Total # of Individuals Served: _____</p> |
|---|---|

Vendor's Certification: I certify that **all** expenditures and requests for reimbursement in this voucher are accurate and correct to the best of my knowledge and include only charges for services actually rendered to clients under the terms of the agreement and for which no other compensation has been received from sources other than the United States District Court.

\_\_\_\_\_  
Authorized Administrator

6. Project Code	7. Quantity	8. Unit Price	9. Total Price

Date \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

**ADMINISTRATIVE OFFICE OF THE UNITED STATES COURTS  
TREATMENT SERVICES INVOICE**

**(PART B)**

Subtotal all costs for each client listed below:

1. Client Name	2. Client Number	3. Dates of Service	4. Service Rendered	5. Quantity (Units)	6. Unit Price	7. Cost

### BREATHALYZER INSTRUMENT LOG

Vendor Name \_\_\_\_\_

<b>Instrument Serial Number</b>	<b>Requirements for Calibration</b>	<b>Dates of Calibration</b>	<b>Date of Next Calibration</b>	<b>Signature of Person Conducting the Calibration</b>

**BREATHALYZER LOG**  
COMPLETE ONE FORM PER CLIENT PER MONTH

Client Name \_\_\_\_\_ PACTS # \_\_\_\_\_ Month/Year \_\_\_\_\_

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

Comments (please note any unusual occurrences):



## SWEAT PATCH TESTING LOG

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

**Client Name** \_\_\_\_\_ **PACTS #** \_\_\_\_\_ **Month/Year** \_\_\_\_\_

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

<b>Comments (please note any unusual occurrences):</b>

# Urinalysis Testing Log

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

**Defendant/Person Under Supervision Name:**

**PACTS #:**

**Vendor Name & BPA #:**

**Month/Year:**

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

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

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

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

Name: \_\_\_\_\_  
 Titles: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

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

(a) Definitions.

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

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

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

(d) Taxpayer Identification Number (TIN): \_\_\_\_\_

TIN has been applied for.

TIN is not required, because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the federal government.

(e) Type of Organization:

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

(f) Contractor representations.

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

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

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
 WASHINGTON D.C. 20210

Daniel W. Simms Division of | Wage Determination No.: 2015-4877  
 Director Wage Determinations | Revision No.: 23  
 Date Of Last Revision: 12/27/2022

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

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>Executive Order 14026 generally applies to the contract.          The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>Executive Order 13658 generally applies to the contract.          The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</p>

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

State: Michigan

Area: Michigan Counties of Antrim, Benzie, Charlevoix, Emmet, Grand Traverse, Kalkaska, Leelanau, Manistee, Missaukee, Wexford

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.09***
01012 - Accounting Clerk II		16.95
01013 - Accounting Clerk III		18.95
01020 - Administrative Assistant		27.69
01035 - Court Reporter		18.71
01041 - Customer Service Representative I		13.86***
01042 - Customer Service Representative II		15.57***
01043 - Customer Service Representative III		17.00
01051 - Data Entry Operator I		15.44***
01052 - Data Entry Operator II		16.85
01060 - Dispatcher, Motor Vehicle		19.13
01070 - Document Preparation Clerk		15.39***
01090 - Duplicating Machine Operator		15.39***
01111 - General Clerk I		14.32***
01112 - General Clerk II		15.63***

01113 - General Clerk III	17.54
01120 - Housing Referral Assistant	20.85
01141 - Messenger Courier	14.08***
01191 - Order Clerk I	17.51
01192 - Order Clerk II	19.12
01261 - Personnel Assistant (Employment) I	16.72
01262 - Personnel Assistant (Employment) II	18.70
01263 - Personnel Assistant (Employment) III	20.86
01270 - Production Control Clerk	23.56
01290 - Rental Clerk	14.36***
01300 - Scheduler, Maintenance	16.73
01311 - Secretary I	16.73
01312 - Secretary II	18.71
01313 - Secretary III	20.85
01320 - Service Order Dispatcher	17.10
01410 - Supply Technician	27.69
01420 - Survey Worker	16.38
01460 - Switchboard Operator/Receptionist	14.49***
01531 - Travel Clerk I	14.64***
01532 - Travel Clerk II	15.88***
01533 - Travel Clerk III	17.11
01611 - Word Processor I	16.60
01612 - Word Processor II	18.63
01613 - Word Processor III	20.85
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	26.74
05010 - Automotive Electrician	21.40
05040 - Automotive Glass Installer	20.48
05070 - Automotive Worker	20.48
05110 - Mobile Equipment Servicer	18.57
05130 - Motor Equipment Metal Mechanic	22.30
05160 - Motor Equipment Metal Worker	20.48
05190 - Motor Vehicle Mechanic	22.30
05220 - Motor Vehicle Mechanic Helper	17.49
05250 - Motor Vehicle Upholstery Worker	19.50
05280 - Motor Vehicle Wrecker	20.48
05310 - Painter, Automotive	21.40
05340 - Radiator Repair Specialist	20.48
05370 - Tire Repairer	14.63***
05400 - Transmission Repair Specialist	22.30
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.71***
07041 - Cook I	14.38***
07042 - Cook II	15.92***
07070 - Dishwasher	11.65***
07130 - Food Service Worker	13.23***
07210 - Meat Cutter	17.31
07260 - Waiter/Waitress	13.19***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.30
09040 - Furniture Handler	13.62***
09080 - Furniture Refinisher	18.30
09090 - Furniture Refinisher Helper	15.07***
09110 - Furniture Repairer, Minor	16.68
09130 - Upholsterer	18.30
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	15.40***
11060 - Elevator Operator	14.61***
11090 - Gardener	17.94
11122 - Housekeeping Aide	14.61***
11150 - Janitor	14.61***
11210 - Laborer, Grounds Maintenance	14.86***
11240 - Maid or Houseman	13.31***
11260 - Pruner	13.94***
11270 - Tractor Operator	16.95

11330 - Trail Maintenance Worker	14.86***
11360 - Window Cleaner	15.57***
12000 - Health Occupations	
12010 - Ambulance Driver	17.64
12011 - Breath Alcohol Technician	20.89
12012 - Certified Occupational Therapist Assistant	28.66
12015 - Certified Physical Therapist Assistant	28.04
12020 - Dental Assistant	18.10
12025 - Dental Hygienist	35.82
12030 - EKG Technician	30.45
12035 - Electroneurodiagnostic Technologist	30.45
12040 - Emergency Medical Technician	17.64
12071 - Licensed Practical Nurse I	18.68
12072 - Licensed Practical Nurse II	20.89
12073 - Licensed Practical Nurse III	23.28
12100 - Medical Assistant	17.49
12130 - Medical Laboratory Technician	22.42
12160 - Medical Record Clerk	17.01
12190 - Medical Record Technician	19.02
12195 - Medical Transcriptionist	18.68
12210 - Nuclear Medicine Technologist	45.90
12221 - Nursing Assistant I	12.43***
12222 - Nursing Assistant II	13.97***
12223 - Nursing Assistant III	15.25***
12224 - Nursing Assistant IV	17.11
12235 - Optical Dispenser	17.04
12236 - Optical Technician	18.68
12250 - Pharmacy Technician	16.97
12280 - Phlebotomist	16.70
12305 - Radiologic Technologist	28.38
12311 - Registered Nurse I	24.61
12312 - Registered Nurse II	30.10
12313 - Registered Nurse II, Specialist	30.10
12314 - Registered Nurse III	36.43
12315 - Registered Nurse III, Anesthetist	36.43
12316 - Registered Nurse IV	43.65
12317 - Scheduler (Drug and Alcohol Testing)	25.87
12320 - Substance Abuse Treatment Counselor	28.78
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.64
13012 - Exhibits Specialist II	22.75
13013 - Exhibits Specialist III	27.67
13041 - Illustrator I	19.64
13042 - Illustrator II	22.75
13043 - Illustrator III	27.67
13047 - Librarian	25.04
13050 - Library Aide/Clerk	13.22***
13054 - Library Information Technology Systems Administrator	22.62
13058 - Library Technician	16.39
13061 - Media Specialist I	16.32
13062 - Media Specialist II	18.25
13063 - Media Specialist III	20.36
13071 - Photographer I	16.92
13072 - Photographer II	18.93
13073 - Photographer III	23.45
13074 - Photographer IV	28.69
13075 - Photographer V	32.49
13090 - Technical Order Library Clerk	16.60
13110 - Video Teleconference Technician	18.53
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.18
14042 - Computer Operator II	19.23
14043 - Computer Operator III	21.44
14044 - Computer Operator IV	23.83

14045 - Computer Operator V		26.38
14071 - Computer Programmer I	(see 1)	20.41
14072 - Computer Programmer II	(see 1)	25.30
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.18
14160 - Personal Computer Support Technician		23.83
14170 - System Support Specialist		28.09
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.05
15020 - Aircrew Training Devices Instructor (Rated)		36.35
15030 - Air Crew Training Devices Instructor (Pilot)		43.58
15050 - Computer Based Training Specialist / Instructor		30.05
15060 - Educational Technologist		36.89
15070 - Flight Instructor (Pilot)		43.58
15080 - Graphic Artist		19.91
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		43.58
15086 - Maintenance Test Pilot, Rotary Wing		43.58
15088 - Non-Maintenance Test/Co-Pilot		43.58
15090 - Technical Instructor		24.39
15095 - Technical Instructor/Course Developer		29.01
15110 - Test Proctor		19.13
15120 - Tutor		19.13
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.49***
16030 - Counter Attendant		11.49***
16040 - Dry Cleaner		15.09***
16070 - Finisher, Flatwork, Machine		11.49***
16090 - Presser, Hand		11.49***
16110 - Presser, Machine, Drycleaning		11.49***
16130 - Presser, Machine, Shirts		11.49***
16160 - Presser, Machine, Wearing Apparel, Laundry		11.49***
16190 - Sewing Machine Operator		16.37
16220 - Tailor		17.60
16250 - Washer, Machine		12.73***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		22.11
19040 - Tool And Die Maker		25.86
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		20.74
21030 - Material Coordinator		23.56
21040 - Material Expediter		23.56
21050 - Material Handling Laborer		14.78***
21071 - Order Filler		14.08***
21080 - Production Line Worker (Food Processing)		20.74
21110 - Shipping Packer		19.25
21130 - Shipping/Receiving Clerk		19.25
21140 - Store Worker I		16.66
21150 - Stock Clerk		20.14
21210 - Tools And Parts Attendant		20.74
21410 - Warehouse Specialist		20.74
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.57
23019 - Aircraft Logs and Records Technician		22.32
23021 - Aircraft Mechanic I		25.52
23022 - Aircraft Mechanic II		26.57
23023 - Aircraft Mechanic III		27.63
23040 - Aircraft Mechanic Helper		19.93
23050 - Aircraft, Painter		24.48
23060 - Aircraft Servicer		22.32
23070 - Aircraft Survival Flight Equipment Technician		24.48
23080 - Aircraft Worker		23.44



23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.44
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.52
23110 - Appliance Mechanic	23.85
23120 - Bicycle Repairer	20.33
23125 - Cable Splicer	45.93
23130 - Carpenter, Maintenance	22.99
23140 - Carpet Layer	23.44
23160 - Electrician, Maintenance	29.53
23181 - Electronics Technician Maintenance I	25.21
23182 - Electronics Technician Maintenance II	26.33
23183 - Electronics Technician Maintenance III	27.44
23260 - Fabric Worker	22.32
23290 - Fire Alarm System Mechanic	25.52
23310 - Fire Extinguisher Repairer	21.17
23311 - Fuel Distribution System Mechanic	36.78
23312 - Fuel Distribution System Operator	30.51
23370 - General Maintenance Worker	17.93
23380 - Ground Support Equipment Mechanic	25.52
23381 - Ground Support Equipment Servicer	22.32
23382 - Ground Support Equipment Worker	23.44
23391 - Gunsmith I	21.17
23392 - Gunsmith II	23.44
23393 - Gunsmith III	25.52
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.24
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	24.20
23430 - Heavy Equipment Mechanic	23.54
23440 - Heavy Equipment Operator	22.61
23460 - Instrument Mechanic	25.52
23465 - Laboratory/Shelter Mechanic	24.48
23470 - Laborer	15.09***
23510 - Locksmith	24.48
23530 - Machinery Maintenance Mechanic	23.38
23550 - Machinist, Maintenance	23.04
23580 - Maintenance Trades Helper	17.53
23591 - Metrology Technician I	25.52
23592 - Metrology Technician II	26.57
23593 - Metrology Technician III	27.63
23640 - Millwright	30.95
23710 - Office Appliance Repairer	20.90
23760 - Painter, Maintenance	19.95
23790 - Pipefitter, Maintenance	27.74
23810 - Plumber, Maintenance	26.62
23820 - Pneudraulic Systems Mechanic	25.52
23850 - Rigger	25.52
23870 - Scale Mechanic	23.44
23890 - Sheet-Metal Worker, Maintenance	27.09
23910 - Small Engine Mechanic	23.44
23931 - Telecommunications Mechanic I	28.79
23932 - Telecommunications Mechanic II	29.98
23950 - Telephone Lineman	26.39
23960 - Welder, Combination, Maintenance	22.10
23965 - Well Driller	25.52
23970 - Woodcraft Worker	25.52
23980 - Woodworker	21.17
24000 - Personal Needs Occupations	
24550 - Case Manager	16.54
24570 - Child Care Attendant	12.57***
24580 - Child Care Center Clerk	15.69***
24610 - Chore Aide	13.44***
24620 - Family Readiness And Support Services Coordinator	16.54

24630 - Homemaker	16.54
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.52
25040 - Sewage Plant Operator	22.75
25070 - Stationary Engineer	25.52
25190 - Ventilation Equipment Tender	19.93
25210 - Water Treatment Plant Operator	22.75
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.66
27007 - Baggage Inspector	15.06***
27008 - Corrections Officer	27.71
27010 - Court Security Officer	23.24
27030 - Detection Dog Handler	16.97
27040 - Detention Officer	27.71
27070 - Firefighter	18.76
27101 - Guard I	15.06***
27102 - Guard II	16.97
27131 - Police Officer I	25.78
27132 - Police Officer II	28.66
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.59***
28042 - Carnival Equipment Repairer	15.50***
28043 - Carnival Worker	12.01***
28210 - Gate Attendant/Gate Tender	17.64
28310 - Lifeguard	13.16***
28350 - Park Attendant (Aide)	19.74
28510 - Recreation Aide/Health Facility Attendant	14.41***
28515 - Recreation Specialist	24.46
28630 - Sports Official	15.72***
28690 - Swimming Pool Operator	17.16
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.78
29020 - Hatch Tender	25.78
29030 - Line Handler	25.78
29041 - Stevedore I	24.55
29042 - Stevedore II	26.93
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.26
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	18.61
30022 - Archeological Technician II	20.82
30023 - Archeological Technician III	25.80
30030 - Cartographic Technician	25.80
30040 - Civil Engineering Technician	28.21
30051 - Cryogenic Technician I	28.57
30052 - Cryogenic Technician II	31.56
30061 - Drafter/CAD Operator I	18.61
30062 - Drafter/CAD Operator II	20.82
30063 - Drafter/CAD Operator III	23.21
30064 - Drafter/CAD Operator IV	28.57
30081 - Engineering Technician I	16.37
30082 - Engineering Technician II	18.38
30083 - Engineering Technician III	20.56
30084 - Engineering Technician IV	25.47
30085 - Engineering Technician V	31.16
30086 - Engineering Technician VI	37.69
30090 - Environmental Technician	25.80
30095 - Evidence Control Specialist	25.80
30210 - Laboratory Technician	23.21
30221 - Latent Fingerprint Technician I	28.57
30222 - Latent Fingerprint Technician II	31.56
30240 - Mathematical Technician	25.80
30361 - Paralegal/Legal Assistant I	19.59
30362 - Paralegal/Legal Assistant II	24.27

30363 - Paralegal/Legal Assistant III	29.69
30364 - Paralegal/Legal Assistant IV	35.93
30375 - Petroleum Supply Specialist	31.56
30390 - Photo-Optics Technician	25.80
30395 - Radiation Control Technician	31.56
30461 - Technical Writer I	25.80
30462 - Technical Writer II	31.56
30463 - Technical Writer III	38.17
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	28.57
30502 - Weather Forecaster II	34.75
30620 - Weather Observer, Combined Upper Air Or	(see 2) 23.21
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 25.80
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	15.70***
31030 - Bus Driver	20.04
31043 - Driver Courier	17.90
31260 - Parking and Lot Attendant	14.73***
31290 - Shuttle Bus Driver	18.23
31310 - Taxi Driver	14.59***
31361 - Truckdriver, Light	19.01
31362 - Truckdriver, Medium	20.04
31363 - Truckdriver, Heavy	22.42
31364 - Truckdriver, Tractor-Trailer	22.42
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	12.04***
99050 - Desk Clerk	13.21***
99095 - Embalmer	27.17
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	14.00***
99252 - Laboratory Animal Caretaker II	14.87***
99260 - Marketing Analyst	24.14
99310 - Mortician	27.17
99410 - Pest Controller	21.71
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	19.03
99711 - Recycling Specialist	21.70
99730 - Refuse Collector	17.85
99810 - Sales Clerk	13.76***
99820 - School Crossing Guard	17.76
99830 - Survey Party Chief	28.64
99831 - Surveying Aide	17.03
99832 - Surveying Technician	25.48
99840 - Vending Machine Attendant	17.64
99841 - Vending Machine Repairer	21.69
99842 - Vending Machine Repairer Helper	18.81

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month\*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, 4 weeks after 15 years, and 5 weeks after 25 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

(2) The design, development, documentation, analysis, creation, testing or

modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**\*\* UNIFORM ALLOWANCE \*\***

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary

affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

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

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

**Conformance Process:**

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

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

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

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