



**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT**

**RETURN AMENDMENT NO LATER THAN JUNE 03, 2016 TO:
DIANA FREDRICK, CPPB
PROCUREMENT OFFICER II**

MISSOURI DEPARTMENT OF CORRECTIONS
PURCHASING SECTION
2729 PLAZA DRIVE, P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102
FAX: 573-522-1562

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
05/06/16	New Vision Counseling 619 North Broadview Street Cape Girardeau, MO 63701	SDA48000824 Amendment #001	COMMUNITY REENTRY FUNDING

THE ABOVE REFERENCED CONTRACT IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.2.3 on page 7, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of July 1, 2016 through June 30, 2017, at an increase in funding of \$12,960.00 for a total amount of \$49,146.01.

Renewal of the above contract is contingent upon final approval of the fiscal year 2017 budget by Governor Nixon.

All terms, conditions and provisions of the previous contract period shall remain and apply hereto.

The contractor shall complete, sign and return this document as acceptance on or before the date indicated above.

.....
IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Authorized Signer's Printed Name and Title: Danny S. Johnson, Executive Director
 Authorized Signature: [Signature] Date 5/18/2016

THIS AMENDMENT IS ACCEPTED BY THE MISSOURI DEPARTMENT OF CORRECTIONS AS FOLLOWS: In its entirety.

[Signature] 6-2-16
 Ellis McSwain, Jr., Board of Probation and Parole Chairman Date

REQUEST FOR APPLICATION



**Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102**

**Buyer of Record:
Gary Stoll, CPPB
Telephone: (573) 526-6402
gary.stoll@doc.mo.gov**

RFA SDA480-008

Community Reentry Funding Statewide

**Contract Period: Date of Award through
06/30/2016**

Date of Issue: June 15, 2015

Page 1 of 57

**Applications Must Be Received No Later
Than:**

2:00 p.m., July 2, 2015

Sealed applications must be delivered to the Missouri Department of Corrections, Purchasing Section, 2729 Plaza Drive, Jefferson City, MO 65109, or P.O. Box 236, Jefferson City, Missouri 65102. The applicant should clearly identify the RFA number on the lower right or left-handed corner of the container in which the application is submitted to the Department. This number is essential for identification purposes.

We hereby agree to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Corrections, a binding agreement, as defined herein, shall exist. The authorized signer of this document certifies that the awardee (named below) and each of its principals are not suspended or debarred by the federal government.

Program Title: Sex Offender Treatment and Evaluations in Southeast Missouri
Company Name: New Vision Counseling
Mailing Address: 619 North Broadview Street
City, State, Zip: Cape Girardeau, Missouri 63701
Telephone: 573-334-3486 Fax: 573-334-3524
Federal EIN #: 43-1823864 State Vendor #: 43-182386402
Email: dannyipc@prodigy.net
Authorized Signer's Printed Name and Title: Danny S Johnson, Executive Director

Authorized Signature: [Signature] Application Date: 6/30/2015

NOTICE OF AWARD:

This application is accepted by the Missouri Department of Corrections as follows:

Pursuant to award letter.

Contract No. **SDA48000824** SE-008

[Signature]
Ellis McSwain, Chairman, Board of Probation and Parole

Date: 7/29/15

The original cover page, including amendments, should be signed and returned with the application.

REQUEST FOR APPLICATION



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Fiscal Management Unit
Purchasing Section
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102**

**Buyer of Record:
Gary Stoll, CPPB
Telephone: (573) 526-6402
gary.stoll@doc.mo.gov**

RFA SDA480-008

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Telephone: 573-334-3486 Fax: 573-334-3524
Federal EIN #: 43-1823864 State Vendor #: 43-182386402
Email: dannylpc@prodigy.net
Authorized Signer's Printed Name and Title: Danny S Johnson, Executive Director

ORIGINAL

Authorized Signature: Application Date: 6/30/2015

NOTICE OF AWARD:

This application is accepted by the Missouri Department of Corrections as follows:

Contract No.

Ellis McSwain, Chairman, Board of Probation and Parole Date

The original cover page, including amendments, should be signed and returned with the application.

Application Summary Form

<i>Please select geographic area in accordance with the map attached: See Attachment 1</i>		<i>Amount of DOC Funds Requested:</i>
<input type="checkbox"/> Western Region	City/County _____	\$ 49,875
<input type="checkbox"/> Southwest Region	City/County _____	
<input type="checkbox"/> North Central Region	City/County _____	
<input type="checkbox"/> Eastern Region	City/County _____	
<input checked="" type="checkbox"/> Southeast Region	City/County _____	

Program Title: Sex Offender Treatment & Evaluations Southeast Missouri
Does this program complement another application? Yes ___ No XX Name: _____
Provide a unique name descriptive of service or program for EACH application submitted

Applicant Agency and Address: <u>New Vision Counseling</u> <u>619 North Broadview</u> <u>Cape Girardeau, Mo 63701</u>	Project Director Name, Phone, Fax & Email: <u>Danny Johnson</u> <u>619 North Broadview</u> <u>Cape Girardeau, MO 63701</u>
_____ Signature/Title	<u>6/30/2015</u> Date

Anticipated Outputs: (number of offenders supervised by DOC to be served by the proposed project): 85 Offenders will be served by this program.	Estimated Cost per Offender: \$ 587.00	# of Paid Staff: 4 # of Volunteers: 2
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Summary of Proposed Project: In a concise manner, provide a summary paragraph of your project.

This project will assist 40 Sex Offenders in their re-entry into society by paying for their mandatory treatment for the first six months after they are released from incarceration. 45 Sex Offender Evaluations will be completed on sex offenders re-entering the community or probation system.

In-Kind Contributions: Applicant must identify all in-kind contributions which include “contributions other than cash.” While these contributions usually add real value to a project, they do not require an additional cash outlay (e.g. donated labor, materials and services).

Applicants must provide in-kind and identify in-kind contributions their organizations will make to this project and how those contributions will help sustain the project. The funding resulting from an award of the RFA shall be considered seed funding to start initiatives with a strong sustainability plan indicated.

Attach a page identifying in-kind contributions.

Each Probation Office provides space to Approved Providers to hold group and individual meetings with offenders. New Vision will provide supplies (paper, checks, etc.).

PART ONE

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction

1.1.1 This document constitutes a request for competitive, sealed, applications from qualified individuals and organizations for Community Reentry Funding statewide from the Department of Corrections (herein referred to as "Department") in accordance with the terms and conditions set forth herein.

1.1.2 Overview – Community reentry funding is intended to increase public safety in local communities by supporting efforts which will reduce the risks posed by offenders who are currently supervised by the Missouri Board of Probation and Parole. Awards of up to \$50,000 per application are available. Eligible applicants include nonprofit organizations, faith-based groups, and units of local government.

1.1.3 Organization - This document, referred to as a Request for Application (RFA) has been divided into the following parts for the convenience of the applicant:

- Part One - Information and General Information
- Part Two - Scope of Work
- Part Three - Applicant Program Response & Vendor Number/Award Information
- Part Four - Missouri Preferences, if applicable
- Part Five - Application Formatting & Submission Information, Evaluation Process and Award
- Checklist for Application Submission
- Exhibits
 - Exhibit A – Prior Experience of Applicant
 - Exhibit B – Expertise of Personnel
 - Exhibit C – Legal/Cancellation Actions Against Applicant
 - Exhibit D – Performance Measures
 - Exhibit E – Timeline
 - Exhibit F – Budget Detail Worksheet
 - Exhibit G – Budget Narrative
 - Exhibit H – Participation Commitment
 - Exhibit I – Documentation of Intent to Participate
 - Exhibit J – Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
- Terms and Conditions
- Attachments
 - Attachment 1 – Color Map of Probation & Parole Districts
 - Attachment 2 – Department Approved Sex Offender Provider List

1.2 Questions and Communication

1.2.1 Questions relating to the RFA must be directed to Gary Stoll of the Department at (573) 526-6402 or gary.stoll@doc.mo.gov.

- a. Any and all questions must be submitted in writing at least ten (10) days prior to the official application closing date. Applicants are advised that any questions received less than ten (10) calendar days prior to the RFA closing date may not be answered.
- b. Applicants are advised it is the responsibility of the applicant to confirm the accuracy of all Vendor Information Data provided, particularly as it relates to a current address, phone number, facsimile

number and electronic mailing address. The Department shall not be responsible for any non-deliverable response to an individual inquiry, and is under no obligation to solicit the applicant regarding such information once submitted unless otherwise advised.

- 1.2.2 Applicants and their agents may **NOT** contact or discuss the RFA, evaluations, etc. with any Department staff other than Gary Stoll, or other persons identified in the RFA during the application process.

1.3 Background Information

- 1.3.1 The purpose of the Community Reentry Awards is to enhance public safety in local communities by allowing community organizations to assist in providing evidence-based services that assist offenders in becoming law abiding citizens.
- 1.3.2 The Office of Administration has issued a special delegation of authority (SDA 480) to the Department that permits the Department to administer the development, issuance, evaluation and award for the services defined herein.
- 1.3.3 Over 30,000 people are incarcerated in Missouri's prisons today. Ninety-seven percent (97%) of these people will eventually be released from prison to reside in Missouri communities. Over 62,000 people are on probation and parole supervision today. Within three (3) years, a significant number of these will either end up in prison or return to prison after being released. Upon release from prison and while on probation supervision, many offenders have difficulty obtaining housing, securing employment, accessing treatment services or reunifying their family. As research has shown, to the extent an offender is employed, sober, in a stable living environment, and moving toward self-sufficiency, the greater chance he/she has of not committing additional crimes or violating their conditions of supervision.
- 1.3.4 For each new crime, there is a new victim and new costs to Missouri's communities. The Department is working to increase the success rate of offenders on supervision and decrease the number of people going or returning to prison. The purpose of this initiative is to provide funding to community organizations and programs to assist offenders with needed services while they are on supervision with the goal of reducing their risk of returning to prison.
- 1.3.5 Additional information and history about the Department and Missouri Reentry Process (MRP) can be found on the internet at: www.doc.mo.gov.
- 1.3.6 The Department plans to distribute the funding among the five (5) Probation and Parole field regions proportionately, based on offender population, and capped at no more than \$50,000 per award. A map of the Probation and Parole field regions is shown on Attachment 1.
- 1.3.7 In March, 2015 the number of probation and parolees by region was as follows:
- Western Region: 11,971
 - Southwest Region: 11,716
 - North Central Region: 10,954
 - Eastern Region: 16,325
 - Southeast Region: 10,074
- 1.3.8 Nonprofits, including faith based organizations, and units of local government who can provide documentation of being either Nonprofit Corporation under Chapter 355 RSMo. or Section 501(C)(3) of the Internal Revenue Code are eligible to apply for funding.
- 1.3.9 Although an attempt has been made to provide accurate and up-to-date information, the Department does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to the Request for Application.

PART TWO

2. SCOPE OF WORK

2.1 General Requirements:

2.1.1 The awardee shall use funding to implement a new program, expand a service, or enhance existing programs to ensure public safety in the community.

2.1.2 **Unallowable Costs** – The awardee shall not use funds for pay for the following items:

- a. Services, programming or resources for individuals **not** under the supervision of the Missouri Board Probation & Parole or those incarcerated in Missouri facilities.
- b. Existing staff costs (e.g. using funds to pay for the hours a regular staff person spends on planning and implementing the program). Costs for support staff or supervisory staff shall not be allowed. Any costs must be for direct service delivery only.
- c. Replacement of funds that have been appropriated or granted for the same purpose.
- d. Any indirect costs of the organization applying for funding.
- e. Purchase of real estate or capital improvements. Rent subsidies for offenders only will be considered.
- f. Purchase/lease of equipment not used for direct services to offenders for services; any unallowable costs will be subtracted from the award.
- g. Rental office space and office equipment.
- h. Purchase/lease of vehicles.

Any unallowable costs included in the application response will be deducted from the amount awarded, if any, and may result in the cancelation of the contract at Department's sole discretion.

2.1.3 **Allowable Travel Expenses** – Reimbursable travel must be for awardee staff only and must be to provide a direct benefit for the offender. Travel to MRP meetings, conferences, trainings, etc. does not qualify for allowable travel expenses. Any reimbursable travel expenses incurred for staff during the project must be in accordance with the following:

- a. The maximum mileage rate which can be claimed shall be in accordance with the Office of Administration Travel Regulations (<http://oa.mo.gov/travel-portal>).
- b. Travel expenses indicated in this section are not to be paid to the offender.

2.1.4 **Allowable Salaries** – All salaries requested must be for personnel providing **direct services** to offenders only. Salaries may be included for either new personnel; or, for current personnel adding additional work hours due to the implementation of this project or moving to a new position. A maximum of twelve percent (12%) is allowable for all fringe benefits, if applicable. The 12% fringe benefit cap also includes all taxes relating to salary. When additional job duties are added, only the portion of the salary above the salary currently funded for such duties may be included in the allowable expenditures. A timesheet must be kept for all hours spent on the program.

2.1.5 **Monitoring** – The Department has entered into an agreement with the University of Missouri to monitor all awardees to ensure appropriate fiscal and program records are maintained. The awardee may be required to submit such monitoring information in writing to the Department. Each awardee shall be subject to review by the Department.

Reporting – Awardees shall submit narrative and financial reports to the University of Missouri using forms provided by the University of Missouri. The reports shall detail program operations and activities, the number of offenders served at the end of the contract, and the progress made toward output and outcome goals. The financial report will be a detailed account of expenditures in accordance with the awardee's original

application. Awardees shall also submit the tracking sheet to the University of Missouri using the format provided by the University of Missouri. The tracking sheet requires detailed tracking of each individual served by the award, including: client name, Department number, birth date, employment status, and units of service provided by category. See Exhibit D for sample reporting on performance measures to be requested and a breakdown of unit tracking. The awardee shall submit the reports and tracking sheet to the Department, electronically, in accordance with the following schedule.

Reporting for the period of:	Dates of expenditures to be included in the report:	Date the report is due:
First Quarter	August 1, 2015- October 31, 2015	November 15, 2015
Second Quarter	November 1, 2015 – January 31, 2016	February 15, 2016
Third Quarter	February 1, 2016 – April 30, 2016	May 15, 2016
Fourth Quarter	May 1, 2016 – July 31, 2016	August 15, 2016

- 2.1.6 The awardee must maintain financial and accounting records and evidence pertaining to the services provided in accordance with generally accepted accounting principles and other procedures as specified by Department. The awardee shall make all such records, books, and other documents relevant to the services provided under the contract to Department, its designees and the Missouri State Auditor in an acceptable format and at all times during the term of the contract, and for five (5) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. Failure to retain adequate documentation for services rendered may result in recovery of payments or the non-reimbursement for services not adequately documented.

If Department determines the awardee to be at high-risk for non-compliance, Department shall have the right to impose special conditions or restrictions. Written notification will be provided to the awardee of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but are not limited to, the following:

- a. Requiring additional, more detailed financial reports or documentation;
- b. Additional contract monitoring; and/or
- c. Requiring the awardee to obtain technical or management assistance.

- 2.1.7 **Audit Requirements** – The Department reserves the right to request an audit performed in accordance with generally accepted auditing standards at the expense of the awardee at any time the monitoring reveals such an audit is warranted. The awardee shall submit the name of the auditor to the Department Comptroller for approval prior to the audit being conducted. Upon completion, the audit report shall be submitted to the Comptroller. The awardee further agrees that any audit disallowance pertaining to the contract shall be the sole responsibility of the awardee.

- a. The awardee shall retain all books, records, and other documents, including timesheets, receipts and all information relevant to the contract for a period of five (5) years after final payment or the completion of a State of Missouri audit. If any litigation, claim, negotiation, audit or other actions involving the records has started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. The awardee shall allow authorized representatives of the department, other state of Missouri agencies, and the federal government to inspect these records with the approval of the Department.
- b. At any and all times, the awardee must provide the Department and any Department designees, including other state and federal representatives, access to the awardee, any personnel providing services pursuant to the contract, or any other activities of the awardee pursuant to the contract for purposes of audit and evaluation of the services performed.

- 1) The awardee shall produce, upon a forty-eight (48) hour notice and at a location designated by the Department, all books and records relating to the contract for purposes of a Department audit.
- 2) The awardee must provide access for audits of the operating systems, procedures, programs, documentation, software packages, facilities, and equipment used in support of the contract.
 - o The awardee shall provide read-and-copy access for the Department to all files that are used. Such files shall include, but are not limited to, inventory control files, case management files, procedure files, and any other files related to the contract.
 - o The awardee shall provide the personnel and resources necessary for the automated and/or manual sampling of operation and case management information, or other data maintained by the awardee, including historical data and any necessary follow-up, that may be required to meet any performance or audit review requirements.

2.1.8 **Point of Contact** – Immediately after contract award, the Department shall identify a contact person and provide the telephone number and email address of the contact person for the awardee. In addition, within five (5) days of the award of the contract, the awardee shall provide the department's designee with name, address, telephone number, and email address of the awardee's representative servicing the award of the application.

- a. The awardee shall meet with the Department's designee on an as needed basis after the awardee has fully implemented services. If acceptable to the Department's designee, such meetings may be conducted via telephone call.
- b. Expenses incurred by the awardee's personnel to attend all such meetings shall be the responsibility of the awardee.
- c. The point of contact for the awardee shall be the person identified by the awardee after contract award. Any sub-contractors shall report to the awardee and not to the department's designee. The awardee will be responsible for providing updates regarding the program services and outcomes in accordance with the contract.

2.2 **Contractual Requirements:**

2.2.1 **Contract** - The contract between the Department and the awardee shall consist of (1) the Request for Application (RFA), any amendments, attachments and/or exhibits thereto; and (2) the application submitted by the awardee in response to the RFA and approved by the Department. If there is a conflict in language between the two (2) documents, the requirements set forth and/or referenced in the Request for Application shall govern. The Department reserves the right to clarify any relationship in writing with the concurrence of the awardee. Such written clarification shall govern in case of conflict with requirements of the RFA or the awardee's application. The awardee's application, when accepted by the Department, is binding on the awardee without further clarification.

2.2.2 **Contract Period** – The original contract period shall be as stated in the Request for Application (RFA). The award shall not bind, nor purport to bind, the Department for any commitment in excess of the original contract period.

2.2.3 **Renewal Option** The Department shall have the right, at its sole option, to renew funding the contract for an additional one year period at the rate of the original award if the awardee has satisfied the terms and conditions of the contract and met performance goals during the initial contract period. In the event DOC exercises such right, all terms and conditions, all requirements, specifications and pricing provided in the contract shall remain the same and apply during the renewal period.

- 2.2.4 **Severability** – If any provision of this contract or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this contract which can be given effect without the invalid provisions or application, and to this end the provisions of this contract are declared to be severable.
- 2.2.5 **Breach/Default of Contract** – If the Department determines that the awardee is not using the awarded funds in compliance with the contract, the Department may cancel the contract. At its sole discretion, the Department may give the awardee the opportunity to correct the deficiency. The actual correction must be completed within not more than ten (10) calendar days from notification. In the event the breach/default is not or cannot be corrected, the Department shall issue a notice of cancellation terminating the contract immediately. Any unused or funding expended for unauthorized expenditures must be returned to the Department within thirty (30) calendar days. No waiver of a breach shall be deemed to constitute a waiver of a future breach, whether of a similar or dissimilar nature. The awardee may also be disqualified from future funding consideration.
- 2.2.6 **Termination** – The Department reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the Department pursuant to the contract prior to the effective date of termination.
- a. The termination shall be effective thirty (30) days from the date of notice or the date specified in the notice; however, the Department may withdraw any or all of its clients before the end of the thirty (30) day period.
- 2.2.7 **Notices** – Any written notice to the awardee shall be deemed sufficient when e-mailed to the awardee contact at the e-mail address on the signature page of the contract or to an e-mail address the awardee may have requested in writing or deposited in the United States mail, postage prepaid, and addressed to the awardee at the address on the signature page of the contract or at an address the awardee may have requested in writing.
- 2.2.8 **Personnel** – Offenders under active federal or state felony or misdemeanor supervision must receive written division director approval prior to becoming an awardee employee on a Department contract. Awardee employees with prior felony convictions and not under active supervision must also receive written division director or designee approval in prior to providing services.
- 2.2.9 **Sub-awardees** – Any sub-awardees for the products/services described herein must include appropriate provisions and contract obligations to ensure the successful fulfillment of all obligations agreed to by the awardee and the Department and to ensure that the Department is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a sub-contract in those matters described in the contract between the State of Missouri and the awardee. The awardee shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The awardee shall agree and understand that utilization of a sub-awardee to provide any of the products/services in the contract shall in no way relieve the awardee of the responsibility for providing the products/services as described and set forth herein. The awardee's project director will be responsible for reporting on the progress and success of sub-awardees in all program reports to the Department.
- 2.2.10 **Awardee Liability** – The awardee shall be responsible for any and all personal injury (including death) or property damage as a result of the awardee's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the awardee assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The awardee also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any sub-awardee or other person employed by or under the supervision of the awardee under the terms of the contract.

- a. The awardee shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- b. The awardee shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the awardee or employees against any liability incurred or arising as a result of any activity of the awardee or any activity of the awardee's employees related to the awardee's performance under the contract.
- c. The contract is not intended to create any rights, liberty interest, or entitlements in favor of any individual. The contract is intended only to set forth the rights and responsibilities of the parties hereto. Therefore, it is expressly understood and agreed that enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other person on this contract. It is the express intention of the parties hereto that any entity, other than the parties hereto, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

- 2.2.11 **Assignment** – The awardee shall agree and understand that, in the event the Department consents to a financial assignment of the contract in whole or in part to a third party, any payments made by the State of Missouri pursuant to the contract, including all of those payments assigned to the third party, shall be contingent upon the performance of the prime awardee in accordance with all terms and conditions, requirements and specifications of the contract.
- 2.2.12 **Awardee Status** – The awardee represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the awardee shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.2.13 **Conflict of Interest** – A Department employee shall not be compensated under this contract. In accordance with Section 217.115.4 RSMo: “No employee of the department shall knowingly have any financial or business interest in the management, maintenance or provision of goods or services to the department, its divisions or agencies which provide goods or services to the department.” Violation of this provision is “grounds for dismissal or other appropriate disciplinary action.” <http://www.moga.mo.gov/statutes/C200-299/2170000115.HTM>
- 2.2.14 **Property of State** – All reports, documentation, and material developed or acquired by the awardee, as a direct requirement specified in the contract shall become the property of the State of Missouri. The awardee shall agree and understand that all discussions with the awardee and all information gained by the awardee as a result of the awardee's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the Department.
- 2.2.15 **Confidentiality** – The awardee shall agree and understand that all discussions with the awardee and all information gained by the awardee as a result of the awardee's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the Department.
- a. The awardee shall maintain strict confidentiality of all offender information or records supplied to it by the Department or that the awardee establishes as a result of contract activities. The contents of such

records shall not be disclosed to anyone other than the Department and the patient/offender unless such disclosure is required by law.

- b. The awardee assumes liability for all disclosures of confidential information by the awardee and/or the awardees/provider's sub-awardees and employees.

2.2.16 Publicity – Any publicity release mentioning contract activities shall reference the contract number and the Department. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract and the Department. The awardee shall obtain approval from the Department prior to the release of such publicity or publications.

- a. The awardee shall not issue press releases, participate in interviews with media, or engage in any form of public release of information regarding the Department or the awardee's duties pursuant to the contract without the prior, written approval of the Department's Public Information Officer.

2.3 Affidavit of Work Authorization and Documentation:

2.3.1 The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes, but is not limited to, the Illegal Immigration Reform and Immigration Responsibility Act (IIRIRA) and INA Section 274A.

2.3.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.

2.3.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local laws enforcement agencies.

2.4 Payment Information:

2.4.1 Immediately upon award of the funds, the awardee shall submit or must have already submitted a properly completed State Vendor ACH/EFT Application, as the State of Missouri requires the funds to be paid through Electronic Funds Transfer.

- a. If not already submitted, the awardee may download a copy of the State Vendor ACH/EFT Application and complete instructions from the following website: <http://oa.mo.gov/acct/>

2.4.2 Upon award of the application, fifty percent (50%) of the requested funding will be processed by the Department unless the application warrants additional funds at the beginning of the contract period. An additional twenty-five percent (25%) will be paid in January, or when expenditures warrant such payment, with a final payment (25%) made in April, if expenditures warrant such payment.

2.4.3 The awardee shall be required to submit quarterly reports, including detailed summaries of expenditures, on forms created and approved by the University of Missouri to show results and outcomes related to the stated goals and objectives. For a more detailed reporting schedule see Section 2.1.5 above.

- a. At the time additional funds are required, the awardee must submit an invoice for the next installment of funds on forms created and approved by the University of Missouri.
- b. The Department may reduce the amount of any future payment for the same purpose by an amount equal to any excess payments above actual expenditures for the prior period.

- c. The parties agree that transfers may be made between **Exhibit F** approved budget categories at the discretion of the awardee. All transfers must be made within the existing budget categories. The total of such transfers shall not exceed ten (10) percent of the total amount of funding provided under **Exhibit F**.

Any transfers over ten percent (10%) shall require a written contract amendment. However, the number of offenders to be served shall remain the same.

- 2.4.4 The awardee must retain original receipts for all purchases made with application funding. If the awardee is unable to provide acceptable receipts upon request, the Department may require re-payment of funds and terminate the award. Any violation will be considered in future evaluations for funding requests.
- 2.4.5 Other than the payments specified herein, no other payments or reimbursements shall be made to the awardee.

PART THREE

3. APPLICANT PROGRAM RESPONSE

- 3.1 **Applicant Program Response** – Applications for funding **MUST** provide responses to this request in the order given below. In addition, applicants must clearly identify their response to each category as listed below. Submissions that do not adhere to this format shall be deemed ineligible. The following areas are to be addressed in the application. The distribution of points for rating and scoring the individual sections of the application are indicated in parentheses for a total of up to one hundred (100) points. An additional ten (10) preference points will be added to the rating and scoring for applicants who provide preference services identified in this section. Past performance will be considered when evaluating applications.

The Cover Page, any amendments issued to the RFA, the Checklist for Application Submission Form, and Exhibits A thru G **MUST** also be completed and submitted with the application. Completeness of the application may be verified by using the Checklist for Application Submission included elsewhere herein.

- 3.1.1 **Application Narrative (35 points):** Provide a summary of the project activities. Special consideration will be given to applicants who employ ex-offenders, as well as to services that follow the Implementing Evidence-Based Practice in Community Corrections: The Principles of Effective Intervention (<http://www.nicic.org/pubs/2004/019342.pdf>).

Currently there are over 30,000 offenders incarcerated in Missouri. Over 97% of these offenders will return to the community. Many of these returning are sex offenders. There are 18,214 sex offenders registered in The State of Missouri.

According to The Missouri State Highway Patrol website The Department of Corrections has approximately 3,000 sex offenders on supervision in the community and nearly 2500 in prison. Section 556.140 and 556.141 RSMo requires all offenders convicted of certain sex offenses to participate in and successfully complete sex offender specific treatment, or to have an evaluation determining their need for treatment. Many other offenders are required to complete an assessment of their risk to the community and needs for sex

offender treatment (Discretionary Sex Offenders). Sex offender management and treatment is a specialized field and the Department of Corrections, Division of Probation and Parole is charged with supervision of these offenders in the community.

Many of these sex offenders have difficulty functioning appropriately in society. They have difficulty with boundaries, limits, poor interpersonal interactions and poor social skills overall. These skill deficits are compounded when the offender leaves prison and re-enters the community with the added financial pressure of having to complete treatment or an evaluation, or both.

These offenders often have financial difficulty in having no income when they are released, and have to borrow money, if possible, in order to afford the services. Due to the stigma of serving time in prison and their being labeled a sex offender, they often have a harder time than most offenders in finding employment or appropriate housing, etc. This increases their stress and potential of re-offend. By paying for their sex offender evaluations and treatment, this program will make society safer by reducing their stress and propensity to re-offend.

Program Design and Implementation:

Project Summary: (10 points)

This funding will financially support an already existing program. It will increase public safety by helping to identify sex offenders who are more of a risk to the community. It will also lower the stress levels of the offenders by reducing their financial responsibilities. Sex Offender Evaluations typically cost between \$300 to \$700, most offenders do not have the resources to comply with the requirements placed upon them by the court, or The Board of Probation & Parole, or policy. Intake and 6 months of Sex Offender Treatment costs approximately \$825. These offenders would be referred directly to New Vision and an evaluation or intake appointment would be scheduled at one of Probation & Parole's

offices. The entire process devoted to each offender would entail approximately between 6 and 12 hours.

Research shows sex offenders typically are less likely to re-offend when they successfully participate in treatment. The best practices for this treatment is cognitive behavioral group therapy in a program designed to help offenders learn new ways of behaving. The best way for an offender to be successful in treatment is to start treatment with an appropriate evaluation and treatment recommendations. This facilitates effective goals being developed. The program will continue after these funds are expended. The number of sex offenders served will be reduced, or alternate funding will be pursued.

Target Audience Summary:

The target audience for this program will be sex offenders released from incarceration and re-entering society. These offenders will be both male and female. The number of offenders served will be approximately 85 in the Southeastern Region

- 3.1.2 **Preference Points (10 points):** A maximum of ten (10) preference points may be awarded to applicants who propose Service Supported Housing and Sex Offender Housing.

This program does not qualify for preference points.

- 3.1.3 **Funding Sources:**

Please see The Application Checklist for current funding sources.

- 3.1.4 **Applicant's Experience and Expertise (20 points):** The applicant is advised to submit information concerning the applicant's organization and information documenting the applicant's experience in past performances, especially those performances related to the requirements of this RFA.

New Vision Counseling is a 501 (c) 3 not for profit mental health agency that was established in 1998. New Vision is certified by The Missouri Department of Mental Health to provide mental health and drug and alcohol treatment in Missouri. New Vision contracts with the 32nd Judicial Circuit to provide Drug Court Treatment Services. New Vision also works closely with private, state and federal probation offices to treat offenders with a variety of issues. New Vision has a positive working relationship with Probation & Parole.

The main contacts are: Roxanne Cook (Stoddard County), 573-624-9434, Christy Brugger (Cape Girardeau County) 573-290-5820, and Sharon Derrington (Regional Administrator) 573-290-5820 has knowledge of New Vision's Relationship with the agency.

New Vision accepts referrals from state probation and parole offices. New Vision can usually get offenders into see a counselor or other professional within 24 to 48 hours of contact with the offender.

New Vision currently has approximately 35 staff. There are 26 licensed professionals included in this number. The agency is currently directed by Danny Johnson, who also maintains a private practice treating sex offenders. The agency will have little difficulty implementing the proposed program.

All individuals working in this program are experienced in providing sex offender treatment. All contracted providers are approved sex offender counselors. All providers deliver services to several probation and parole offices. The two providers to provide services for this program are: Danny Johnson and Anna Majors. Both are on the state approved sex offender treatment provider list.

3.1.5 Core Performance Measures (10 points):

Please see Exhibit D

3.1.6 Timeline (5 points):

Please See Exhibit E for the timeline.

3.1.7 Budget Detail (15 points):

Please see Exhibit F. All funds in this program will be used to provide direct services to Offenders.

3.1.8 Budget Narrative (15 points):

Please see Exhibit G.

**Checklist for Application Submission
REQUIRED FORM
COMPLETED FORM TO BE RETURNED
WITH APPLICATION**

Check that all forms and narratives are complete and accurate. Submit the application narrative and forms in the following order to ensure credit for each of the categories as listed below.

NOTE: If narrative is not clearly marked by section, the evaluation team may not score the application.

1. **Request for Application Cover Page, including Cover Page(s) for any amendments** (see cover sheet)
2. **Checklist for Application Submission**
3. **Application Narrative** Not to exceed 10 pages. (see Part Three – Submission Requirements)
4. **Preference Points** (see 3.1 g)
 - Is service supported housing proposed? ___ Yes No
 - Are sex offenders to receive rent/housing subsidy? ___ Yes No
5. **Funding Sources** The applicant should identify on the Checklist for Application Submission the percentage of the applicant's total operating revenues which came from the following sources during the last fiscal year. (Total should equal 100%)

13 % Local government
47 % State government
9 % Federal government
0 % Direct donations from individuals
15 % Corporate or foundation grants
16 % Fee and charges for services, products, and sales
0 % Endowment and interest income
0 % Fundraisers or special events
0 % Membership fees
0 % Other sources (specify: _____)
100% Total

6. **Supporting Documentation & Forms**
 - A. Exhibit A – Prior Experience of Applicant (mandatory form)
 - B. Exhibit B – Expertise of Personnel (mandatory form)
 - C. Exhibit C – Legal/Cancellation Actions Against Applicant (mandatory form)
 - D. Exhibit D – Performance Measures (mandatory form)
 - E. Exhibit E – Timeline (mandatory form)
 - F. Exhibit F – Budget Detail Worksheet (mandatory form)
 - G. Exhibit G – Budget Narrative (mandatory form)
 - K. Documentation of Nonprofit Corporation under Chapter 355 RSMo. or Section 501(C)(3) of the Internal Revenue Code (documentation needed)

PART FIVE**4. APPLICATION FORMATTING & SUBMISSION INFORMATION, EVALUATION PROCESS AND AWARD****4.1 Formatting & Submission of Applications:**

4.1.1 Applications must be signed, and returned (with all necessary attachments) to the Department by the application receipt date and **time** specified on Page 1.

- a. Specifically, any form containing a signature line such as on Page 1 (one) of the original RFA and any amendments, exhibits, budget pages, etc., should be manually signed and returned as part of the application.
- b. In addition to the original application, the applicant shall include five (5) copies of their application for a total of six (6) applications.
 - 1) If submitting more than one application, applicants **MUST** clearly and distinctly provide a unique descriptive program title for each application.
 - 2) Multiple applications should be submitted in separate shipping containers.

4.1.2 **An applicant can submit additional applications for separate and distinct initiatives.** However, each application may complement another application and must not be dependent on funding of other application(s) submitted.

4.1.3 In order to be considered by the evaluators, applicants are strongly encouraged to abide by the following guidelines:

- a. Application narrative may not be more than 10 pages (not including mandatory forms);
- b. Application should be typed;
- c. Application should be double spaced;
- d. Application should have 1" margins;
- e. Application should be typed in a 12-point font;
- f. Application should include page numbers;
- g. Application should not have tabs or dividers;
- h. Application should not be enclosed in a binder or folder of any type;
- i. Application may be paper clipped or have only one staple in the upper left hand corner.

4.1.4 To facilitate the evaluation process, the applicant is encouraged to organize the application into distinctive sections that correspond with the individual evaluation categories described herein.

- a. Each distinctive section should be titled and all material related to that category included therein.
- b. Page 1 of the original RFA and, if applicable, all amendments should be placed at the beginning of the application being submitted.

4.1.5 Nonprofits, including faith based organizations, and units of local government are eligible to apply for funding. The applicant should include documentation of currently being not-for-profit status with the request for funding. *Do not send a Missouri sales tax exemption letter.* Documentation of Nonprofit Corporation under Chapter 355 RSMo. or Section 501(C)(3) of the Internal Revenue Code should be included with the application.

4.2 Applicant Clarification:

- 4.2.1 Applicants are cautioned not to contact any Department employee concerning this procurement during the competitive procurement and evaluation process.
- a. The applicant is advised that the only official position of the Department is that which is stated in writing and issued as a Request for Application and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
 - b. The applicants and their agents shall not contact any Department employee regarding this solicitation during the bidding and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from this and future bidding opportunities.

4.3 Evaluation Process:

- 4.3.1 After an initial screening process, a technical question and answer conference or interview may be conducted, if deemed necessary by the Department, to clarify or verify the applicant's application and to develop a comprehensive assessment of the application.
- 4.3.2 The Department reserves the right to consider all information submitted and the applicant's references, or any other source, in the evaluation process.
- 4.3.3 The applicant is cautioned that it is the applicant's sole responsibility to submit information related to the evaluation categories and that the Department is under no obligation to solicit such information if it is not included with the applicant's application. Failure of the applicant to submit such information may cause an adverse impact on the evaluation of the application.
- 4.3.4 The evaluation team will compare applications received for each geographic area against other applications received for the same area. Awards will be made to the best comprehensive applications received for each area. It is a goal of the Department to provide as many services as possible to offenders. An attempt will be made to distribute the funding among the five (5) Probation and Parole field regions proportionately, based on offender population, and capped at no more than \$50,000 per contract.

4.4 Vendor Information:

- 4.4.1 The Department maintains a current vendor database. If the applicant has not submitted a Vendor Information Data for with a revision date of 4-09, this form can be downloaded at <http://doc.mo.gov/DHS/Contracts.php> and submitted with the application response, mailed or faxed to the numbers indicated on the form, or e-mailed to DOC.VendorInfo@doc.mo.gov.

4.5 Award:

- 4.5.1 Any award of funding resulting from this RFA will be made only by written authorization from the Department.

EXHIBIT A**SUBMISSION IS MANDATORY****PRIOR EXPERIENCE OF APPLICANT**

The applicant shall copy and complete this form for each reference being submitted as demonstration of the applicant's prior experience. In addition, the applicant is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Organization Name:	New Vision Counseling
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	Missouri Department of Corrections Division of Probation & Parole – Stoddard County
Address of Reference Company:	1003 Wildwood Dexter, MO 63841
Reference Contact Person Name:	Roxanne Cook
Contact Person Phone #:	573-624-9434
Contact Person e-mail address:	<u>Roxanne.Cook@doc.mo.gov</u>
Dates of Prior Services:	Sex Offender Treatment, 2003-Present and ICVC, 2008-2010
Dollar Value of Prior Services:	Approximately \$75,000.00 annually
Description of Prior Services Performed:	Provide sex offender treatment and consultation to Missouri Probation and Parole. Provide Impact of Crime on Victims Classes to offenders.



 Signature of Applicant
June 30, 2015

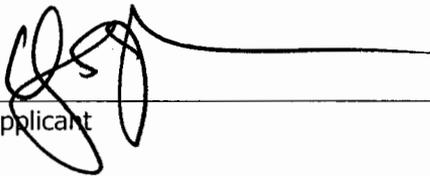
Date of Signature

EXHIBIT A**SUBMISSION IS MANDATORY****PRIOR EXPERIENCE OF APPLICANT**

The applicant shall copy and complete this form for each reference being submitted as demonstration of the applicant's prior experience. In addition, the applicant is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Organization Name:	New Vision Counseling
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	United States District Court for the Eastern District of Missouri
Address of Reference Company:	111 South 19th Street, Suite 2,325
	St. Louis, MO 63102
Reference Contact Person Name:	Nicole Vernier-Gelven
Contact Person Phone #:	314-244-6700
Contact Person e-mail address:	<u>Nicole_Vernier-Gelven@moept.uscourts.gov</u>
Dates of Prior Services:	Sex Offender Treatment Services, 2003-Present Mental Health and Substance Abuse Treatment Services, 2007-Present
Dollar Value of Prior Services:	Approximately \$85,000.00 annually
Description of Prior Services Performed:	Individual Counseling, Group Counseling, Family Counseling, Psychological Assessment, Psychological Testing, Psychiatric Assessment, Medication Management, Urinalysis Collection, Sweat Patch application, Moral Reconciliation Therapy

Signature of Applicant



June 30, 2015

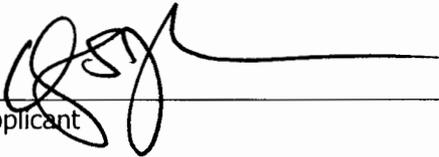
Date of Signature

EXHIBIT A**SUBMISSION IS MANDATORY****PRIOR EXPERIENCE OF APPLICANT**

The applicant shall copy and complete this form for each reference being submitted as demonstration of the applicant's prior experience. In addition, the applicant is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Organization Name:	New Vision Counseling
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	32nd Judicial Circuit Drug Court
Address of Reference Company:	100 Court Street, Suite 103
	Jackson, MO 63755
Reference Contact Person Name:	Sheila Sauer
Contact Person Phone #:	573-204-2961
Contact Person e-mail address:	<u>sheila.sauer@courts.mo.gov</u>
Dates of Prior Services:	Drug Court Services(Level 3 & 4) – 2001 to Present
Dollar Value of Prior Services:	Approximately \$30,000.00 annually
Description of Prior Services Performed:	This contract serves adult drug court participants in the 32nd Judicial Circuit. New Vision provides case management, outpatient individual and outpatient group therapy for this population.

Signature of Applicant



June 30, 2015

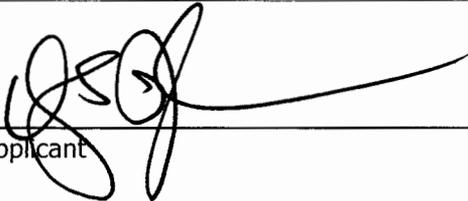
Date of Signature

EXHIBIT A**SUBMISSION IS MANDATORY****PRIOR EXPERIENCE OF APPLICANT**

The applicant shall copy and complete this form for each reference being submitted as demonstration of the applicant's prior experience. In addition, the applicant is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Organization Name:	New Vision Counseling
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	Cape Girardeau County Juvenile Office
Address of Reference Company:	44 North Lorimer Street, Suite E
	Cape Girardeau, MO 63701
Reference Contact Person Name:	Randall Rhodes
Contact Person Phone #:	573-334-6001
Contact Person e-mail address:	<u>Randall.Rhodes@courts.mo.gov</u>
Dates of Prior Services:	Assessment, counseling and education services for juveniles – 1998 to present
Dollar Value of Prior Services:	Approximately \$40,000.00 annually
Description of Prior Services Performed:	Crisis & Threat Assessment, Individual Counseling, Group Counseling, Family Counseling, and Education services are provided under the supervision of the 32nd Judicial Circuit.

Signature of Applicant



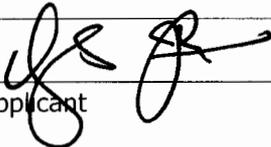
June 30, 2015

Date of Signature

EXHIBIT B**SUBMISSION IS MANDATORY****EXPERTISE OF PERSONNEL**

Title of Position: <u>Sex Offender Counselor</u>	
Name of Person:	Danny S. Johnson, MA
Educational Degree (s): include college or university, major, and dates	See Resume
License(s)/Certification(s), Number(s), expiration date(s), if applicable:	See Resume
Specialized Training Completed. Include dates and documentation of completion for all required training identified in this document:	Danny Johnson is a licensed professional counselor who has been approved by the Missouri Department of Probation and Parole to provide sex offender treatment services.
Number of years experience in area of service proposed to provide:	See Resume
Describe person's relationship to applicant. If employee, number of years. If subcontractor, describe other/past working relationships	Employee since 1998
Describe this person's responsibilities over the past 12 months.	See Resume
Previous employer(s), positions, and dates	See Resume
Identify specific information about experience in:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
✓ Social Work	See Resume
✓ Reentry	See Resume
✓ Counseling	See Resume
✓ Criminal Justice	See Resume
✓ Correctional Residential Facilities	See Resume

Signature of Applicant


6/19/2013

Date of Signature

Danny S Johnson MA, LCSW, LPC, CCJP
619 North Broadview
Cape Girardeau, Missouri 63701
(573) 334-4330

Education

Master of Arts in Psychological Counseling – May 1988
Southeast Missouri State University

Bachelor of Science in Psychology – May 1985
Southeast Missouri State University

Experience

Private practice – Sex Offender Counseling Provider – Provide Group, Individual and Evaluation Services – August 1999 to Present

New Vision Counseling – August 1998 to Present

Primarily Provide Individual, Family, and Group therapy as indicated. Participate and supervise daily activities and overall administration of the agency. Supervise clinical staff in providing counseling and assessment services.

Cottonwood Residential Treatment Center – Treatment Coordinator 10-88 to 12-98

Supervised staff, children and adolescents in a thirty-two bed residential facility. Provided individual, group, and family therapy. Supervised counselors and social work staff in developing milieu and delivering clinical services. Functioned as part of interdisciplinary team and worked as liaison to other outside agencies, including courts. Made recommendations to outside agencies and courts regarding release and treatment needs. Testified as needed regarding clients' assessment and disposition.

Private Practice therapist – 1991 to Present (Part-time)

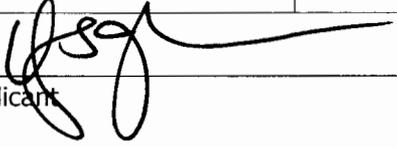
Consulted with numerous agencies including juvenile offices, probation and parole offices, clinics and private therapy providers. Provide assessments, individual, family, couple and group therapy. Currently provide mental health, drug and alcohol assessment services, sex offender therapy, anger management, individual, family, and group therapy to private clients. Certified in Missouri as a sex offender therapist

Current Licensure and Certification

Certified Criminal Justice Addiction Professional – License Number 4437
Licensed Clinical Social Worker – License Number SW000976
Licensed Professional Counselor – License Number CS001716
Certified as a Family Mediator in Missouri

EXHIBIT B**SUBMISSION IS MANDATORY****EXPERTISE OF PERSONNEL**

Title of Position: <u>Sex Offender Counselor</u>	
Name of Person:	Anna Majors, LPC
Educational Degree (s): include college or university, major, and dates	See Resume
License(s)/Certification(s), Number(s), expiration date(s), if applicable:	See Resume
Specialized Training Completed. Include dates and documentation of completion for all required training identified in this document:	Ms. Majors is a licensed professional counselor who has been approved by the Missouri Department of Probation and Parole to provide sex offender treatment for the agency.
Number of years experience in area of service proposed to provide:	See Resume
Describe person's relationship to applicant. If employee, number of years. If subcontractor, describe other/past working relationships	Hired by agency in 2011
Describe this person's responsibilities over the past 12 months.	See Resume
Previous employer(s), positions, and dates	See Resume
Identify specific information about experience in:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
✓ Social Work	See Resume
✓ Reentry	See Resume
✓ Counseling	See Resume
✓ Criminal Justice	See Resume
✓ Correctional Residential Facilities	See Resume



Signature of Applicant

March 10, 2015
Date of Signature

ANNA C. MAJORS, MA, LPC, NCC

2510 Janet, Cape Girardeau, MO 63702, (573) 803-7256, ac_majors@yahoo.com

EDUCATION

Southeast Missouri State University, Cape Girardeau, MO

Specialist in Education: Counselor Education, Overall GPA: **4.0/4.0** June 2011 – May 2012

Master of Arts in Mental Health Counseling, **Emphasis: Career**, Overall GPA: **4.0/4.0** August 2007 – August 2011

Bachelor of Arts in English: Writing August 1999 – December 2003

LICENSURE/CERTIFICATION

Licensed Professional Counselor, State of Missouri, #2011036003, Expiration, June 30, 2015

National Certified Counselor, National Board for Certified Counselors, #281815, August 2011 – Present

Approved Provider – State of Missouri – Sex Offender Treatment

PROFESSIONAL EXPERIENCE

Community Counseling Center – Community Based Solutions, Cape Girardeau, MO May 2012 – June 2013

Forensic Case Manager/Licensed Professional Counselor

- Facilitates substance abuse groups using cognitive-behavioral theory (CBT)
- Conducts individual co-occurring disorders counseling sessions using CBT
- Coordinates services with local probation and parole to increase consumer engagement and decrease criminal recidivism rates
- Conducts CBT anger management to promote/encourage consumers reaching personal goals
- Developing/piloting Federal Job Placement and Retention program to increase engagement in employment and decrease substance abuse and criminal recidivism rates
- Assists felony consumers job searches, application completion, resumes, cover letters, interviewing skills and facilitates meetings with employers
- Advocates for local employers to hire individuals with criminal/mental health history
- Oversees urinary analysis collections for federal probation/parole; supervising urinary analysis collectors ensuring that federal rules and regulations are strictly adhered to

New Vision Counseling, Cape Girardeau, MO

August 2010 – Present

Licensed Professional Counselor

- Missouri Medicaid provider for counseling services
- Conducted individual, family, marriage and parenting education counseling sessions
- Applied constructivist/existential approach; developed action-oriented attainable goals
- Managed a diverse caseload of clientele including individuals with felonies and substance abuse
- Rotated on-call for juvenile detention center; assessed juvenile's threat to self or others and hospitalized when necessary to promote the welfare of the client
- Served as visitation supervisor for courted mandated supervised visitations
- Facilitated girl's anger management groups for middle school girls
- Established healthy client-counselor relationship that supported gentle confrontation
- Presented case studies for supervision; identified prominent themes and current plans of action

Missouri Division of Workforce Development, Cape Girardeau, MO

February 2009 – May 2012

Career Advisor/Provisional Licensed Professional Counselor – at Southeast Missouri State University

- Interpreted Focus 2.0 and career card sort results for Southeast students; identified Holland Codes, promoted open dialogue and ascertained realistic future action plans
- Actively listened to students' values, strengths, life roles and environmental factors; created attainable goals and encouraged healthy career development
- Assisted students with felonies in identifying realistic career paths based on students' interests
- Conducted job searches, assisted students in crafting tailored resumes and cover letters; identified student strengths and highlighted transferable skills
- Fostered professional development; guided students in development of a cohesive professional image
- Closely collaborated with University Studies Advising Center's academic advisors to further assist undecided and Bachelor of General Studies students
- Marketed services to students through direct emails, fliers, collaboration with university departments
- Served as member of Collaborative Advising Team composed of Learning Assistance Programs, Disability Support Services, University Counseling Center, Career Linkages and University Studies Advising Center

Southeast Missouri State University, Cape Girardeau, MO

September 2010 – May 2011

Career Counselor-In-Training

- Co-designed/implemented 10-week transition group based on constructivist/social learning theory
- Recruited and screened potential applicants for group membership
- Co-facilitated group; emphasized the here-and-now verbal and nonverbal messages
- Encouraged group member confrontation that promoted professionalism
- Developed qualitative and quantitative measurements of student career preparedness

Gibson Recovery Center, Cape Girardeau, MO

February 2010 – August 2010

Behavioral Health Assistant

- Set clear boundaries and built rapport with clients; promoted healthy development
- Managed crisis situations including monitoring client detox and intense clientele conflicts
- Discussed development of realistic vocational goals upon completion of the program
- Oversaw random urinary analyses of clientele
- Completed intakes on new clients; assessed clientele needs and making referrals when necessary
- Conducted substance abuse groups for clientele utilizing CBT theory

University Studies Advising Center, Cape Girardeau, MO

August 2007 – January 2009

Intrusive Academic Advisor/Graduate Assistant, Southeast Missouri State University

- Intrusively advised undecided, academic probation students on educational decisions
- Analyzed degree audit reports; identified potential errors, and assisted in student selection of classes
- Educated students on reading degree audits, registering for classes, using the Undergraduate Bulletin, and the major declaration process
- Referred students to university services based on assessment of needs
- Tracked probation students' academic progress to improve satisfactory student progress

Career Linkages, Cape Girardeau, MO

August 2007 – August 2008

Graduate Assistant, Southeast Missouri State University

- Built employer relations and marketed career services available to connect Southeast graduates with career opportunities
- Marketed benefits of hiring Southeast students to employers; built employer relations
- Coordinated Part-Time Job Fair; doubled student attendance and increased employer participation
- Critiqued resumes and performed mock interviews; prepared students to enter the workforce

PROFESSIONAL ORGANIZATIONS

American Counseling Association, Member

July 2010 – Present

National Career Development Association, Member

December 2009 – December 2011

- National Conference, Attendee, San Francisco, CA

June 2010

- National Conference, Attendee, San Antonio, TX

July 2011

Missouri Career Development Association, Member

August 2011 – August 2012

CONFERENCE PRESENTATION

Monterio-Leitner, J., Odegard, M., Ward, J., & Pope, V. (2011 April) *Growth & Transformation in Career Counseling*. Presented at the American Counseling Association of Missouri (ACAM) State Conference, Jefferson City, MO.

- Guest speaker with April 2011 presentation on impact of a holistic counseling program on personal development as a career counseling professional

CONTINUING EDUCATION

- Cognitive Behavioral Therapy, May 2013 – 6 hours
- Moral Reconciliation Therapy, Certified, May 2013 – 32 hours
- MSAPCB, Synthetic, Drugs, Effects & Trends, February 2013 – 7 hours
- MSAPCB, Addiction & the Family, December 2012 – 6 hours
- MSAPCB, Medication Assisted Recovery, November 2012 – 6 hours
- MSAPCB, 2012 Missouri Reentry Conference, November 2012 – 12 hours
- MSAPCB, Stages of Change, November 2012 – 6 hours
- MSAPCB, Spirituality, November 2012 – 6 hours
- MSAPCB, Group Counseling, September 2012, September 2012 – 6 hours
- MSAPCB, Southeast Missouri Area Reentry Team Conference, September 2012 – 3 hours
- Assessing and Managing Suicide Risk, September 2012 – 6.5 hours
- Self-Injurious Behavior: The Paradox of Causing Pain to Feel Better, September 2012
- SEMO NASV – Icare training – Reporting Child Abuse & Neglect, May 2011

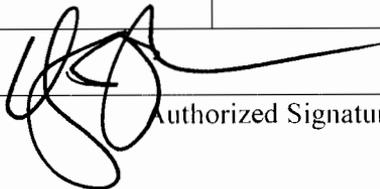
COMPUTER SKILLS

- Expert with Microsoft Office; Excel, Access, Word, PowerPoint
- Familiar with Microsoft FrontPage & SharePoint
- Skilled in Banner – Java-based database

EXHIBIT C**SUBMISSION IS MANDATORY****LEGAL/CANCELLATION ACTIONS AGAINST APPLICANT**

The applicant shall copy and complete this form for each legal action or cancellation of contract brought against the organization in the past 5 years. In addition, the applicant is advised that if such information is obtained by Department that is not included in the application, the application may not be considered.

Organization Name:	New Vision Counseling
Legal/Cancellation Actions Information From:	
Name of Company:	New Vision Counseling
Address of Company:	619 North Broadview
	Cape Girardeau, Missouri 63701
Contact Person Name:	Danny Johnson
Contact Person Phone Number:	573-334-3486
Contact Person e-mail address:	<u>dannylpc@prodigy.net</u>
Date(s) of Legal Action or Cancellation:	N/A
Reason for Cancellation of Contract:	N/A
Description of Legal Action:	N/A
Resolution of Legal Action:	No legal actions or contract cancellations have occurred in the past year.



Authorized Signature of Applicant

June 30, 2015

Date

Exhibit D
Performance Measures

Instructions for how to complete this form and a sample can be found the next page.

Total Number of Clients Agency Proposes to Serve:

Category	Service	Proposed Clients	Outcome	Indicator (How do you know you are achieving the outcome?)
Mental Health	Sex Offender Evaluations	45	Reduced Mental Health Risks	100% of offenders will complete evaluations.
Mental Health	Sex Offender Intake & Treatment	40	Reduced Mental Health Risks	90% of offenders will complete mandated sex offender treatment as measured by their quarterly progress reports.

Mental Health

- 100% of offenders referred for evaluations will complete them.
- 90% will complete mandated sex offender treatment program.

EXHIBIT F

BUDGET DETAIL WORKSHEET

All Expenses Must Be Reasonable and Necessary

COMPLETED FORM MUST BE RETURNED WITH APPLICATION		
A. Personnel (a breakdown in the number of hours each person is dedicated to the project is to be provided)		
Name/Position	Calculation of Cost	Cost
		-0-
	Subtotal	
B. Fringe Benefits (must be capped at 12%)		
Name/Position	Calculation of Cost	Cost
		-0-
	Subtotal	
C. Staff Travel (mileage at \$0.37 /mile -- Conus rate for any other expenses)		
Purpose of Staff Travel (all staff travel must be for the <u>direct</u> benefit of the offender -- include location and type)	Calculation of Cost	Cost
		-0-
	Subtotal	
D. Direct Services (i.e. housing rental/lease, GED Testing) ****ALL DIRECT SERVICES MUST BE PROVIDED TO THE OFFENDERS****		
	Calculation of Cost	Cost
Sex Offender Evaluations and Assessments will be completed on 45 Offenders. Sex Offender treatment will be paid for 40 offenders.	SOA \$375 x 45	\$16,875
	Tx. \$825 x 40	\$33,000
	Subtotal	\$49,875
E. Equipment/Supplies (Direct Services Only)	Calculation of Cost	-0-
Summary		
A. Personnel		-0-
B. Fringe Benefits		-0-
C. Staff Travel		-0-
D. Direct Services		\$49,875
E. Equipment/Supplies (Direct Services Only)		-0-
TOTAL PROJECT COSTS		\$49,875

By signing below, the applicant hereby declares understanding, agreement and certification of compliance to provide the services or project in accordance with all the requirements and specifications contained herein and in the Terms and Conditions. The applicant further agrees that the language of this RFA shall govern in the event of a conflict of terms with his/her application.

Applicant Company Name New Vision Counseling Printed: Danny Johnson

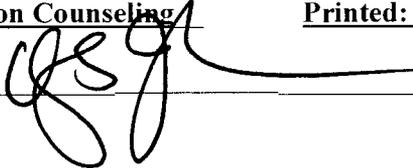
Authorized Signature of Applicant  Date 6/30/2015

EXHIBIT G

SUBMISSION IS MANDATORY

BUDGET NARRATIVE

Applicant must provide justification and detailed description of all budget items listed in Exhibit E.
NOTE: All expenses must be reasonable and necessary.

A. Personnel

No Personnel Will be hired with these grant funds.

B. Fringe Benefits

No Benefits will be paid with these funds.

C. Staff Travel

No travel will be paid with this grant.

D. Direct Services to the Offenders

\$49,875 -- All funds will be used to pay for direct services to offenders. 45 Sex Offender Evaluations will be completed and paid for with this funding. 40 offenders will have their Intake and first 6 months of their treatment paid for.

E. Equipment/Supplies (Direct Services Only)

No Equipment will be purchased with these funds

 **IRS** Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248122492
May 05, 2009 LTR 4168C E0
43-1823864 003000 00 000
00017437
BDDC: TE

 NEW VISION YOUTH AND FAMILY
SERVICES INC
% DAKEY & JOHNSON
619 N BROADVIEW ST
CPE GINARDEAU MO 63701-4313

014611

Employer Identification Number: 43-1823864
Person to Contact: Ms Bradshaw
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of Apr. 24, 2009, regarding your tax-exempt status.

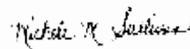
Our records indicate that a determination letter was issued in November 1998, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in sections: 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,



Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

EXHIBIT J, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

Certify that New Vision Counseling (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.150.

Danny S. Johnson

Authorized Business Entity Representative's
Name (Please Print):



Danny S. Johnson
Authorized Business Entity
Representative's Signature

New Vision Counseling
Business Entity Name:

4/16/2015
Date:

dannyjohnson@prodigy.net
E-Mail Address:

As a business entity, the applicant must perform/provide each of the following. The applicant should check each to verify complete submission of all of the following:

- ✓ Enroll and opt-in per the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/everify/page_1185331678150.shtm; Phone: 833-464-4111; Email: everify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ✓ Provide documentation affirming said company's individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the applicant's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) using the applicant's name and the MOU signature page countersigned and signed, in minimum, by the applicant and the Department of Homeland Security - Verification Division. If the signature page of the MOU lists the applicant's name and company ID, the no additional pages of the MOU must be submitted;

AND

- ✓ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.



Company ID Number: 230563

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer: New Vision Counseling

Monica L Griffith

Name (Please Type in Full)

Title

Electronically Signed

07/15/2009

Signature

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type in Full)

Title

Electronically Signed

07/15/2009

Signature

Date

STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS

TERMS AND CONDITIONS – REQUEST FOR APPLICATION

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Application (RFQ) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **1 CSR 40-1 (Code of State Regulations)** refers to the rule that provides the public with a description of the Division of Purchasing and Materials Management within the Office of Administration. This rule fulfills the statutory requirement of section 536.023(3), RSMo.
- b. **Agency and/or Department** means the Missouri Department of Corrections.
- c. **Amendment** means a written, official modification to an RFA or to a contract.
- d. **Attachment** applies to all forms which are included with an RFA to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- e. **Application Opening Date and Time** and similar expressions mean the exact deadline required by the RFA for the receipt of sealed applications.
- f. **Applicant** means the person or organization that responds to an RFA by submitting an application with prices to provide the equipment, supplies, and/or services as required in the RFA document.
- g. **Buyer or Buyer of Record** means the procurement staff member of the Department. The **Contact Person** as referenced herein is usually the Buyer of Record.
- h. **Contract** means a legal and binding agreement between two or more competent parties for consideration for the procurement of equipment, supplies, and/or services.
- i. **Contractor** means a person or organization who is a successful applicant as a result of an RFA and who enters into a contract.
- j. **Exhibit** applies to forms which are included with an RFA for the applicant to complete and submit with the sealed application prior to the specified opening date and time.
- k. **Request for Application (RFA)** means the solicitation document issued by the Department to potential applicants for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Exhibits, Attachments, and Amendments.
- l. **May** means that a certain feature, component, or action is permissible, but not required.
- m. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in an application being considered non-responsive.
- n. **Pricing Page(s)** applies to the Exhibit on which the applicant must state the price(s) applicable for the equipment, supplies, and/or services required in the RFA. The pricing pages must be completed and submitted by the applicant with the sealed application prior to the specified application opening date and time.
- o. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the procurement operations of the Department.
- p. **Shall** has the same meaning as the word **must**.
- q. **Should** means that a certain feature, component, and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Department.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.

- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFA or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. CONTRACT ADMINISTRATION

- a. All contractual administration will be carried out by the Buyer of Record or authorized Department Purchasing Section designee. Communications pertaining to contract administration matters will be addressed to: Department of Corrections, Purchasing Section, PO Box 236, Jefferson City, MO 65102.
- b. The Buyer of Record/authorized designee is the only person authorized to approve changes to any of the requirements of the contract.

4. OPEN COMPETITION/REQUEST FOR APPLICATION DOCUMENT

- a. It shall be the applicant's responsibility to ask questions, request changes or clarification, or otherwise advise the Department if any language, specifications or requirements of an RFA appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements or evaluation process stated in the RFA to a single source. Any and all communication from applicants regarding specifications, requirements, competitive application process, etc., must be directed to the Buyer of Record of the Department, unless the RFA specifically refers the applicant to another contact. Such communication should be received at least ten (10) calendar days prior to the official application opening date.
- b. Every attempt shall be made to ensure that the applicant receives an adequate and prompt response. However, in order to maintain a fair and equitable application process, all applicants will be advised, via the issuance of an amendment to the RFA, of any relevant or pertinent information related to the procurement. Therefore, applicants are advised that unless specified elsewhere in the RFA, any questions received less than ten (10) calendar days prior to the RFA opening date may not be answered.
- c. Applicants are cautioned that the only official position of the State of Missouri is that which is issued by the Department in the RFA or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among applicants, price-fixing by applicants, or any other anticompetitive conduct by applicants which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. Some RFAs are available for viewing and downloading on the Department's website.
- f. The Department reserves the right to officially amend or cancel an RFA after issuance.

5. PREPARATION OF APPLICATIONS

- a. Applicants **must** examine the entire RFA carefully. Failure to do so shall be at the applicant's risk.
- b. Unless otherwise specifically stated in the RFA, all specifications and requirements constitute minimum requirements. All applications must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFA, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The applicant may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the application. In addition, the applicant shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Applications which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Applications lacking any indication of intent to application an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFA.

- e. In the event that the applicant is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFA, such an applicant may submit an application which contains a list of statutory limitations and identification of those prohibitive clauses. The applicant should include a complete list of statutory references and citations for each provision of the RFA which is affected by this paragraph. The statutory limitations and prohibitive clauses may be requested to be clarified in writing by the Department or be accepted without further clarification if statutory limitations and prohibitive clauses are deemed acceptable by the Department. If the Department determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFA.
- f. All equipment and supplies offered in an application must be new, of current production, and available for marketing by the manufacturer unless the RFA clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges, and shall be delivered to the Department's designated destination FOB destination, freight prepaid and allowed unless otherwise specified in the RFA.
- h. Applications, including all pricing therein, shall remain valid for 90 days from the application opening unless otherwise indicated. If the application is accepted, the entire application, including all prices, shall be firm for the specified contract period.
- i. Any foreign applicant not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their application in order to be considered for award.

6. SUBMISSION OF APPLICATIONS

- a. Delivered applications must be sealed in an envelope or container, and received in the Department's Purchasing office located at the address indicated on the cover page of the RFA no later than the exact opening time and date specified in the RFA. All applications must be submitted by a duly authorized representative of the applicant's organization, contain all information required by the RFA, and be priced as required. Applicants are cautioned that applications submitted via the USPS, including first class mail, certified mail, Priority Mail and Priority Mail Express, are routed through the Office of Administration Central Mail Services and the tracking delivery time and date may not be the time and date received by the Department's Purchasing office. Regardless of delivery method, it shall be the responsibility of the applicant to ensure their application is in the Department's Purchasing office no later than the exact opening time and date specified in the RFA.
- b. The sealed envelope or container containing an application should be clearly marked on the outside with the official RFA number *and* the official opening date and time. Different applications should not be placed in the same envelope; however, copies of the same application may be placed in the same envelope.
- c. An application which has been delivered to the Department may be modified by a signed, written notice which has been received by the Department's Purchasing office prior to the official opening date and time specified. An application may also be modified in person by the applicant or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify an application shall not be honored.
- d. An application which has been delivered to the Department's Purchasing office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the Department's Purchasing office prior to the official opening date and time specified. An application may also be withdrawn in person by the applicant or its authorized representative provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw an application shall not be honored.
- e. An application may also be withdrawn after the application opening through submission of a written request by an authorized representative of the applicant. Justification of a withdrawal decision may include a significant error or exposure of application information that may cause irreparable harm to the applicant.
- f. Applicants must sign and return the RFA cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the applicant of all the RFA terms and conditions. Failure to do so may result in the rejection of the application unless the applicant's full compliance with those documents is indicated elsewhere within the applicant's response.

- g. Faxed and e-mailed applications shall not be accepted; however, faxed and e-mail no-application notifications shall be accepted.

7. APPLICATION OPENING

- a. Application openings are public on the opening date and time specified in the RFA document. Names, locations, and prices of respondents shall be read at the application opening. The Department will not provide prices or other application information via the telephone.
- b. Applications which are not received in the Department's Purchasing office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late applications may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

8. PREFERENCES

- a. In the evaluation of applications, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

9. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the Buyer of Record before contract award. Upon discovering an apparent clerical error, the Buyer of Record shall contact the applicant and request clarification of the intended application. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an applicant shall be subject to evaluation if deemed by the Department to be in the best interest of the State of Missouri.
- c. The applicant is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the Department. However, unless otherwise specified in the RFA, pricing shall be evaluated at the maximum potential financial liability to the Department.
- d. Awards shall be made to the applicant(s) whose application (1) complies with all mandatory specifications and requirements of the RFA and (2) is the lowest and best application, considering price, responsibility of the applicant, and all other evaluation criteria specified in the RFA and (3) complies with sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all applicants fail to meet the same mandatory requirement in an RFA, the Department reserves the right, at its sole discretion, to waive that requirement for all applicants and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual application.
- f. The Department reserves the right to reject any and all applications.
- g. When evaluating an application, the Department reserves the right to consider relevant information and fact, whether gained from an application, from an applicant, from an applicant's references, or from any other source.
- h. Any information submitted with the application, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of an application and the award of a contract.
- i. Any award of a contract shall be made by notification from the Department to the successful applicant. The Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All applications and associated documentation submitted on or before the official opening date and time will be considered open records pursuant to section 610.021 RSMo.
- k. The Department maintains records of all application file material for review. Applicants who include an e-mail address with their application will be notified of the award results via e-mail if requested.

- l. The Department reserves the right to request clarification of any portion of the applicant's response in order to verify the intent of the applicant. The applicant is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any application award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- n. The final determination of contract award(s) shall be made by the Department.

10. CONTRACT/PURCHASE ORDER

- a. By submitting an application, the applicant agrees to furnish any and all equipment, supplies and/or services specified in the RFA, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFA and any amendments thereto, (2) the contractor's response (application) to the RFA, (3) clarification of the application, if any, and (4) the Department's acceptance of the response (application) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFA shall be incorporated into the contract by reference.
- c. A notice of award issued by the Department does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

11. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFA.
- d. The Department assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the Department's rejection and shall be returned to the contractor at the contractor's expense.
- e. All invoices for equipment, supplies, and/or services purchased by the Department shall be subject to late payment charges as provided in section 34.055 RSMo.
- f. The Department reserves the right to purchase goods and services using the state purchasing card.

12. DELIVERY

- a. Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time if a specific time is not stated.
- b. A Missouri Uniformed Law Enforcement System (MULES) background check may be required on the contractor's delivery driver prior to allowing a delivery vehicle entrance to certain institutions. A valid Missouri driver's license is required from the driver to perform the MULES background check. If the driver does not have a valid Missouri driver's license, their social security number and date of birth are required. If a driver or carrier refuses to provide the appropriate information to conduct a MULES background check, or if information received from the background check prohibits the driver or carrier from entering the institution, the delivery will be refused. Additional delivery costs associated with re-deliveries or contracting with another carrier for delivery shall be the responsibility of the contractor.

- c. Unless a pallet exchange is requested at the time of delivery, all pallets used in the delivery of equipment and supplies shall become property of the Department.

13. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by the Department pursuant to a contract shall be deemed accepted until the Department has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements, or which are otherwise unacceptable or defective, may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective, or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection), may be rejected.
- c. The Department reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The Department's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

14. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Department, (2) be fit and sufficient for the purpose expressed in the RFA, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the Department's acceptance of or payment for said equipment, supplies, and/or services.

15. CONFLICT OF INTEREST

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the application the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

16. CONTRACTOR STATUS

- a. The contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss, costs (including attorney fees), and damage of any kind related to such matters.

17. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the Department of any existing or future right and/or remedy available by law in the event of any claim by the Department of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the Department of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the Department for which causes of action have accrued or will accrue as

the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the Department.

18. SEVERABILITY

- a. If any provision of this contract or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this contract which can be given effect without the invalid provisions or application, and to this end the provisions of this contract are declared to be severable.

19. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than ten (10) working days from notification, or at a minimum, the contractor must provide the Department within ten (10) working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach, or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall serve as notice of termination for convenience in accordance with the contract.
- c. If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that if the funds required to fund the contract are appropriated by the General Assembly of the State of Missouri, the contract shall not be binding upon the Department for any contract period in which funds have not been appropriated, and the Department shall not be liable for any costs associated with termination caused by lack of appropriations.
- e. If the Department has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Department shall declare a breach and cancel the contract immediately without incurring any penalty.

20. TERMINATION OF CONTRACT

- a. The Department reserves the right to terminate the contract at any time for the convenience of the Department, without penalty or recourse, by giving notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies or equipment delivered to and accepted by the Department pursuant to the contract prior to the effective date of termination.

21. ASSIGNMENT OF CONTRACT

- a. The contractor shall neither assign nor transfer any of the rights, interests, or obligations of the contract without the prior written consent of the Department.

22. COMMUNICATIONS AND NOTICES

- a. Any notice to the contractor shall be deemed sufficient when e-mailed to the contractor at the e-mail address indicated in the contract, or transmitted by facsimile to the facsimile number indicated in the contract, or deposited in the United States mail, postage prepaid, and addressed to the contractor at the address indicated in the contract, or hand-carried and presented to an authorized employee of the contractor.
- b. If the contractor desires to receive written notices at a different e-mail address, facsimile number, or USPS address than what is indicated in the contract, the contractor must submit this request in writing upon notice of award.

23. FORCE MAJEURE

- a. The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the Department if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of, the contractor. Such causes may include, however are not restricted to: acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.

24. CONTRACT EXTENSION

- a. In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, the Department reserves the right to extend the contract. If exercised, the extension shall be for a period of time as mutually agreed to by the Department and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and transition to a new contract.

25. INSURANCE

- a. The State of Missouri cannot save and hold harmless and/or indemnify the contractor or its employees against any liability incurred or arising as a result of any activity of the contractor or the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage, and/or expense related to his/her performance under the contract.

26. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the Department immediately.
- b. Upon learning of any such actions, the Department reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

27. INVENTIONS, PATENTS AND COPYRIGHTS

- a. The contractor shall defend, protect, and hold harmless the Department, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

28. CONTRACTOR PROPERTY

- a. Upon expiration, termination or cancellation of a contract, any contractor property left in the possession of the Department after forty-five (45) calendar days shall become property of the Department.

29. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- a. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:
 1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
 2. The identification of a person designated to handle affirmative action;

3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
 4. The exclusion of discrimination from all collective bargaining agreements; and
 5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- b. If discrimination by a contractor is found to exist, the Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Department until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

30. AMERICANS WITH DISABILITIES ACT

- a. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

31. FILING AND PAYMENT OF TAXES

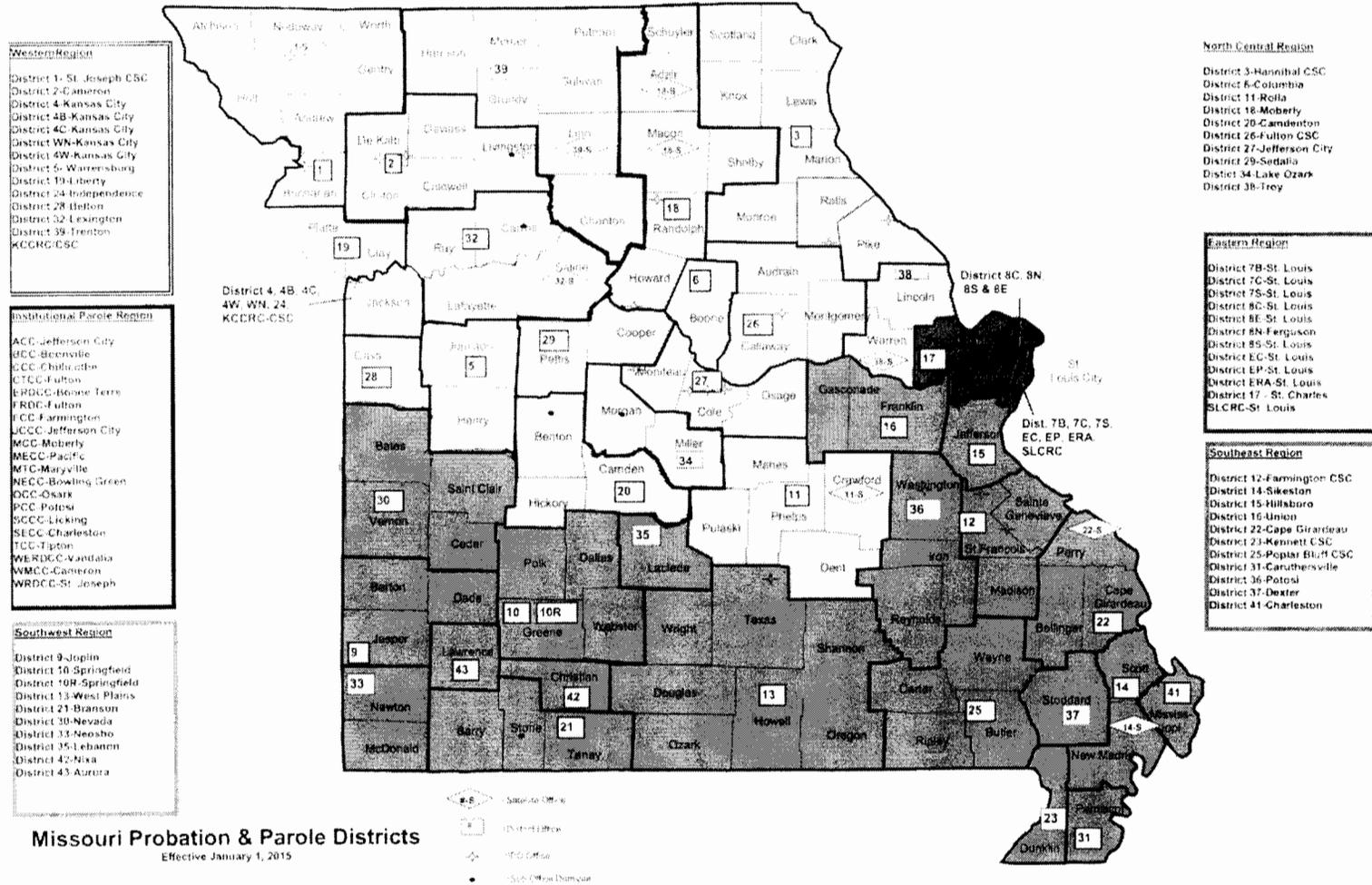
- a. The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore an applicant's failure to maintain compliance with chapter 144, RSMo may eliminate their application from consideration for award.

32. TITLES

- a. Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 08/07/2014

Attachment 1 – Color Map of Probation & Parole Districts



Attachment 2 – DOC Approved Sex Offender Provider List

Sex Offender Treatment Providers

For Professionals 06/02/2015

Carrie Foss - carriefoss@yahoo.com

Farmington CSC, 1430 Doubet Road, Farmington, MO. 63640

Telephone Number: 314-297-7836**Tuesday:** 1:00pm, 2:30pm, 5:00pm, and 6:30pm (Women's group at 11:00am)

2002 Warren Barrett Dr., Hannibal, Mo. 63401

Thursday: 12:00pm, 3:00pm (Women's Group), 5:00pm and 7:00pm**Danny Johnson - dannylpc@prodigy.net**

619 North Broadview St., Cape Girardeau, MO. 63702 (Main Office)

Telephone Number: 573-334-4330 (New Vision Counseling)

Fax Number: 573-334-3524 (New Vision Counseling)

Sikeston P&P Office, 102 Arthur St., Sikeston, MO. 63801 **uesday:** 3:00pm

Dexter P&P Office, 1003 Wildwood, Suite A, Dexter, MO. 63841

Wednesday: 4:30, 6:00pm

New Vision Cape Office, 619 N. Broadview St., Cape Girardeau, MO. 63701

Thursday: 5:30pm, 7:00pm

Cape P&P Office, 3463 Armstrong Dr., Cape Girardeau, MO. 63703

Thursday: 8:30am

Assessments ONLY in the St. Louis area. Clinician will complete DSO Evaluations at a St. Louis P&P office.

Other groups offered: Supervisor program and DSO Evaluations

New Vision Counseling - Sikeston Office**Anna Majors - ac_majors@yahoo.com**

404 E. Center St., Sikeston, MO. 63801

Telephone number: 573-334-4330, Fax number: 573-334-3524**Wednesday:** 6:00pm, 7:30**New Vision Counseling****Robyne Collins – Dunklin & Pemiscot Counties**

Mo. Probation and Parole

915 HWY 84 West, PO. Box 940, Caruthersville, MO. 63830

Telephone number: 573-429-0082**Tuesday:** 9:00am, 11:00am (women)

1401 Laura Dr., PO. Box 100, Kennett, MO. 63857

Tuesday: 3:00pm (women only), 5:00pm, 7:00pm