NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
http://oa.mo.gov/purchasing

CONTRACT NUMBER	CONTRACT TITLE
C314319001	Residential Facility Services
AMENDMENT NUMBER	**CONTRACT PERIOD**
Amendment #002	July 1, 2016 through June 30, 2017
REQUISITION/REQUEST NUMBER	**SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID**
NR 931 YYY16708452	4312627650 5
CONTRACTOR NAME AND ADDRESS	**STATE AGENCY'S NAME AND ADDRESS**
HEARTLAND CENTER FOR BEHAVIORAL CHANGE 1730 PROSPECT AVE STE 100 KANSAS CITY MO 64127-2573	Department of Corrections Division of Probation and Parole 2729 Plaza Drive Jefferson City MO 65101

ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:

Contract C314319001 is hereby amended pursuant to the attached Amendment #002 dated 05/10/16.

BUYER	BUYER CONTACT INFORMATION
Julie Kleffner	Email: julie.kleffner@oa.mo.gov Phone: (573) 751- 7656 Fax: (573) 526-9816
SIGNATURE OF BUYER	**DATE**
Julie Kleffner	5-24-16

DIRECTOR OF PURCHASING

Karen S. Boeger

Karen S. Boeger

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING
CONTRACT RENEWAL

AMENDMENT NO.: 002
CONTRACT NO.: C314319001
TITLE: Residential Facility Services
ISSUE DATE: 05/04/16

REQ NO.: NR 931 YYY16708452
BUYER: Julie Kleffner
PHONE NO.: (573) 751-7656
E-MAIL: julie.kleffner@oa.mo.gov

TO: HEARTLAND CENTER FOR
BEHAVIORAL CHANGE
1730 PROSPECT AVE STE 100
KANSAS CITY MO 64127-2573

RETURN AMENDMENT BY NO LATER THAN: 05/18/16 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	Julie.kleffner@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	PURCHASING, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	PURHASING, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Department of Corrections
Division of Probation and Parole
2729 Plaza Drive
Jefferson City MO 65101

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Heartland Center for Behavioral Change	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Heartland Center for Behavioral Change
MAILING ADDRESS 1730 Prospect Avenue, Suite 100	IRS FORM 1099 MAILING ADDRESS 1730 Prospect Avenue, Suite 100
CITY, STATE, ZIP CODE Kansas City, MO 64127	CITY, STATE, ZIP CODE Kansas City, MO 64127

CONTACT PERSON Myrna Trickey		EMAIL ADDRESS mtrickey@heartlandcbc.org
PHONE NUMBER 816-421-6670 x1217		FAX NUMBER 816-421-4701
TAXPAYER ID NUMBER (TIN) 43-1262765	TAXPAYER ID (TIN) TYPE (CHECK ONE) X FEIN ___ SSN	VENDOR NUMBER (IF KNOWN) 4312627650 5
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor X IRS Tax-Exempt		
AUTHORIZED SIGNATURE Myrna Trickey		DATE 5/10/2016
PRINTED NAME Myrna Trickey		TITLE President/CEO

AMENDMENT #002 TO CONTRACT C314319001

CONTRACT TITLE: Residential Facility Services

CONTRACT PERIOD: July 1, 2016 through June 30, 2017

The contractor is advised efforts are underway to replace the above referenced contract but are unfinished. As a result, the State of Missouri hereby exercises its option to renew contract C314319001 in order to provide continuing and uninterrupted contract services; however, the State of Missouri reserves the right to terminate the contract at any time, for the convenience of the state, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination, pursuant to paragraph 2.20.4 of the contract.

All other terms, conditions and provisions of the contract, including all prices, shall remain the same throughout the above contract period and apply hereto.

The contractor shall sign and return this document, on or before the date indicated, signifying acceptance of the amendment.

NOTICE OF CONTRACT AMENDMENT

State Of Missouri
Office Of Administration
Division Of Purchasing And Materials Management
PO Box 809
Jefferson City, MO 65102-0809
http://oa.mo.gov/purchasing-materials-management

CONTRACT NUMBER	CONTRACT TITLE
C314319001	Residential Facility Services
AMENDMENT NUMBER	**CONTRACT PERIOD**
Amendment #001 Revised	January 1, 2015 through June 30, 2016
REQUISITION NUMBER	**VENDOR NUMBER**
NR 931 YYY15708389	4312627650 5
CONTRACTOR NAME AND ADDRESS	**STATE AGENCY'S NAME AND ADDRESS**
HEARTLAND CENTER FOR BEHAVIORAL CHANGE 1730 PROSPECT AVE STE 100 KANSAS CITY MO 64127-2573	Department of Corrections Division of Probation and Parole 2729 Plaza Drive Jefferson City MO 65101

ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:

Contract C314319001 is hereby amended pursuant to the attached Revised Amendment #001 dated 04/29/15.

BUYER	BUYER CONTACT INFORMATION
Julie Kleffner	Email: julie.kleffner@oa.mo.gov Phone: (573) 751-7656 Fax: (573) 526-9816
SIGNATURE OF BUYER	**DATE**
Julie K Kleffner	4/30/15

DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT

Karen S. Boeger

Karen S. Boeger

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
CONTRACT AMENDMENT

AMENDMENT NO.: 001 REVISED
CONTRACT NO.: C314319001
TITLE: Residential Facility Services
ISSUE DATE: 04/28/14

REQ NO.: NR 931 YYY15708389
BUYER: Julie Kleffner
PHONE NO.: (573) 751-7656
E-MAIL: Julie.Kleffner@oa.mo.gov

TO: Heartland Center for Behavioral Change
1730 Prospect Ave Ste 100
Kansas City MO 64127-2753

RETURN AMENDMENT BY NO LATER THAN: May 1, 2015 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM) BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	Julie Kleffner@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	DPMM, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	DPMM, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Missouri Department of Corrections
Division of Probation and Parole
2729 Plaza Drive
Post Office Box 236
Jefferson City MO 65102

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.
Heartland Center for Behavioral Change	Heartland Center for Behavioral Change
MAILING ADDRESS	IRS FORM 1099 MAILING ADDRESS
1730 Prospect Avenue	1730 Prospect Avenue
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE
Kansas City, MO 64127	Kansas City, MO 64127

CONTACT PERSON	EMAIL ADDRESS
Myrna Trickey	mtrickey@heartlandcbc.org
PHONE NUMBER	FAX NUMBER
816-421-6670 ext. 1217	816-421-4701

TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE)	VENDOR NUMBER (IF KNOWN)
43-1262765	X FEIN ___ SSN	

VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)

X Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor X IRS Tax-Exempt

AUTHORIZED SIGNATURE	DATE
Myrna Trickey	4/29/2015
PRINTED NAME	TITLE
Myrna Trickey	President/CEO

REVISED AMENDMENT #001 TO CONTRACT C314319001

CONTRACT TITLE: Residential Facility Services

CONTRACT PERIOD: January 1, 2015 through June 30, 2016

Due to the conversion of the Kansas City Community Release Center to a minimum security facility, the State of Missouri hereby desires to amend Contract C314319001 for Residential Facility Services for the Department of Corrections to transition from the contractor serving 53 female offenders to the contractor serving 53 male offenders. The Department of Corrections will reduce the number of female offenders through June 30, 2015. Effective July 1, 2015, the Department of Corrections will begin referring male offenders.

As a result of transition, paragraph 2.8.4 of the RFP portion of the contract shall be amended as follows:

2.8.4 The contractor shall provide security personnel in the minimum ratio identified below. If separate residential facilities are utilized by the contractor to house offenders, the contractor must, at a minimum, provide one manned security monitor post from 3:00 p.m. to 9:00 a.m. in each residential facility that houses offenders.

CONTRACTED RESIDENTIAL SLOTS	NUMBER OF SECURITY PERSONNEL	
	Mon. through Fri., 9:00 a.m. to 3:00 p.m.	All Other Times
1 to 29 contracted slots	1	2
30 to 59 contracted slots	2	2
60 to 95 contracted slots	2	3
96 to 120 contracted slots	2	3

All other terms, conditions and provisions of the contract, including all prices, shall remain the same and apply hereto.

The contractor shall sign and return this document, on or before the date indicated, signifying acceptance of the amendment.

NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing And Materials Management
PO Box 809
Jefferson City, MO 65102-0809
http://oa.mo.gov/purchasing-materials-management

SOLICITATION NUMBER	CONTRACT TITLE
B3Z14319	Residential Facility Services
CONTRACT NUMBER	**CONTRACT PERIOD**
C314319001	January 1, 2015 through June 30, 2016
REQUISITION NUMBER	**VENDOR NUMBER**
NR 931 YYY14708182	43126276505
CONTRACTOR NAME AND ADDRESS	**STATE AGENCY'S NAME AND ADDRESS**
HEARTLAND CENTER FOR BEHAVIORAL CHANGE 1730 PROSPECT AVE STE 100 KANSAS CITY MO 64127-2573	Department of Corrections Division of Probation and Parole 2729 Plaza Drive Jefferson City MO 65101

ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:

The proposal submitted by Heartland Center for Behavioral Change in response to B3Z14319 is accepted in its entirety for 53 residential slots.

BUYER	BUYER CONTACT INFORMATION
Julie Kleffner	Email: Julie.Kleffner@oa.mo.gov Phone: (573) 751-7656 Fax: (573) 526-9816
SIGNATURE OF BUYER	**DATE**
Julie Kleffner	12-30-14

DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT

Karen S. Boeger

Karen S. Boeger

HEARTLAND CENTER for behavioral change

REBUILDING LIVES SINCE 1982

December 5, 2014

Ms. Julie Kleffner
Division of Purchasing and Materials Management
301 West High Street, Truman Building, Room 630
Jefferson City, MO 65101-1517

RE: BEST AND FINAL OFFER (BAFO) #001 to RFP B3Z14319

Dear Ms. Kleffner:

The following information is provided as the Best and Final Offer of the Heartland Center for Behavioral Change relating to RFP B3Z14319.

IDENTIFIED DEFICIENCIES AND AREAS OF CONCERN/CLARIFICATION

The Heartland Center for Behavioral Change offers the Program Staff Monthly Schedule as an attachment in response to the requirement identified in paragraph 2.10.11.e of the RFP that "*The contractor's case managers shall be available at varying times to accommodate the work schedule of the offenders including a minimum of one evening per month until 8:00 PM.*"

The attachment identifies the evenings case managers are assigned each week and confirms they will be available a minimum of one evening per month until 8:00 PM. Case managers will also be available on other days or times as necessary, to accommodate the work schedule of the offenders.

REVISION TO RFP B3Z14319

1. 2.10.13.b: Heartland Center for Behavioral Change agrees and understands the revision.

   2.12.9.a: Heartland Center for Behavioral Change agrees and understands the revision.

2. Exhibit F: Heartland Center for Behavioral Change agrees and understands the revision. HCBC offered the required information in its RFP response.

Please feel free to contact me should you have any questions or if additional information is necessary.

Sincerely,

Myrna Trickey
President/CEO

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR BEST AND FINAL OFFER (BAFO)
FOR REQUEST FOR PROPOSAL (RFP)

BAFO REQUEST NO.: 001
RFP NO.: B3Z14319
TITLE: Residential Facility Services
ISSUE DATE: 12/2/14

REQ NO.: NR 931 YYY14708182
BUYER: Julie Kleffner
PHONE NO.: (573) 751-7656
E-MAIL: Julie.Kleffner@oa.mo.gov

BAFO RESPONSE SHOULD BE RETURNED BY: December 11, 2014 AT 5:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Sealed BAFOs should be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN BAFO RESPONSE TO:

(U.S. Mail)
DPMM
PO BOX 809
JEFFERSON CITY MO 65102-0809

or

(Courier Service)
DPMM
301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Effective Date of Contract through June 30, 2016

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Missouri Department of Corrections
Division of Probation and Parole
2720 Plaza Drive
Post Office Box 236
Jefferson City MO 65102

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests. The offeror agrees that the language of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.
Heartland Center for Behavioral Change	Heartland Center for Behavioral Change
MAILING ADDRESS	IRS FORM 1099 MAILING ADDRESS
1730 Prospect Avenue, Suite 100	1730 Prospect Avenue, Suite 100
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE
Kansas City, MO 64127	Kansas City, MO 64127

CONTACT PERSON	EMAIL ADDRESS
Myrna Trickey	mtrickey@heartlandcbc.org
PHONE NUMBER	FAX NUMBER
816-421-6670 x1217	816-421-4701

TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE)	VENDOR NUMBER (IF KNOWN)
43-1262765	_X_ FEIN ___ SSN	

VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)

___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor _X_ IRS Tax-Exempt

AUTHORIZED SIGNATURE	DATE
Myrna Trickey	12/3/2014
PRINTED NAME	TITLE
Myrna Trickey	President/CEO

Correctional Transitions Unit Program Staff Monthly Schedule

Mona Talley Facility Director	RDO	8:00a- 4:30p	8:00a– 4:30 p	8:00a– 4:30p	8:00a– 4:30p	8:00a – 4:30p	RDO
Marque Lipscomb Chief of Security	RDO	11:30a-8:00p	8:00a-4:30p	8:00a- 4:30p	8:00a-4:30p	6:00a-2:30p	RDO
Christina Jones Case Manager	RDO	8:00a- 4:30p	**11:30a- 8:00p**	8:00a-4:30p	8:00a- 4:30p	8:00a- 4:30p	RDO
Melissa Maza Case Manager	RDO	9:00a-5:30p	9:00a- 5:30p	**11:30a-8:00p**	9:00a-5:30p	9:00a-5:30 p	RDO
Mona Talley Facility Director	RDO	8:00a- 4:30p	8:00a– 4:30 p	8:00a– 4:30p	8:00a– 4:30p	8:00a – 4:30p	RDO
Marque Lipscomb Chief of Security	RDO	11:30a-8:00p	8:00a-4:30p	8:00a- 4:30p	8:00a-4:30p	6:00a-2:30p	RDO
Christina Jones Case Manager	RDO	8:00a- 4:30p	**11:30a- 8:00p**	8:00a-4:30p	8:00a- 4:30p	8:00a- 4:30p	RDO
Melissa Maza Case Manager	RDO	9:00a-5:30p	9:00a- 5:30p	**11:30a-8:00p**	9:00a-5:30p	9:00a-5:30 p	RDO
Week 3	**Sunday**	**Monday**	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**
Mona Talley Facility Director	RDO	8:00a- 4:30p	8:00a– 4:30 p	8:00a– 4:30p	8:00a– 4:30p	8:00a – 4:30p	RDO
Marque Lipscomb Chief of Security	RDO	11:30a-8:00p	8:00a-4:30p	8:00a- 4:30p	8:00a-4:30p	6:00a-2:30p	RDO
Christina Jones Case Manager	RDO	8:00a- 4:30p	**11:30a- 8:00p**	8:00a-4:30p	8:00a- 4:30p	8:00a- 4:30p	RDO
Melissa Maza Case Manager	RDO	9:00a-5:30p	9:00a- 5:30p	**11:30a-8:00p**	9:00a-5:30p	9:00a-5:30 p	RDO
Mona Talley Facility Director	RDO	8:00a- 4:30p	8:00a– 4:30 p	8:00a– 4:30p	8:00a– 4:30p	8:00a – 4:30p	RDO
Marque Lipscomb Chief of Security	RDO	11:30a-8:00p	8:00a-4:30p	8:00a- 4:30p	8:00a-4:30p	6:00a-2:30p	RDO
Christina Jones Case Manager	RDO	8:00a- 4:30p	**11:30a- 8:00p**	8:00a-4:30p	8:00a- 4:30p	8:00a- 4:30p	RDO
Melissa Maza Case Manager	RDO	9:00a-5:30p	9:00a- 5:30p	**11:30a-8:00p**	9:00a-5:30p	9:00a-5:30 p	RDO

Jeremiah W. (Jay) Nixon
Governor

Doug Nelson
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Purchasing and Materials Management
301 West High Street, Room 630
Post Office Box 809
Jefferson City, Missouri 65102-0809
(573) 751-2387 Fax: (573) 526-9816
TTD: (800) 735-2966 Voice: (800) 735-2466
http://content.oa.mo.gov/purchasing-materials-management

Karen S. Boeger
Director

December 2, 2014

Myrna Trickey
Heartland Center for Behavioral Change
1730 Prospect, Suite 100
Kansas City MO 64127

Dear Ms. Trickey:

In accordance with paragraph 3.2 of RFP B3Z14319 for Residential Facility Services for the Department of Corrections, this letter shall constitute an official request by the State of Missouri to enter into competitive negotiations with your company. Included with this letter are two attachments.

One attachment is a complete copy of the RFP, including revisions to the RFP. The cover page of the attached RFP is the Best and Final Offer #001 form. This BAFO #001 form must be completed, signed by an authorized representative of your organization, and returned with your BAFO response. Signing the BAFO #001 form confirms your understanding and agreement to comply with the provisions and requirements of the RFP as modified by any previously issued RFP amendments by this request for a BAFO.

Another attachment is the Best and Final Offer (BAFO) Request List which identifies areas of concern with your proposal, areas of your proposal needing clarification, and areas of deficiency which may not comply with the requirements of the RFP. However, please understand that the State of Missouri is under no obligation to advise you of any or all of these areas and makes no claim related thereto.

In your response to this Best and Final Offer, you may make any modification, addition, or deletion deemed necessary to your proposal. However, please be advised that it is not necessary for you to resubmit your entire proposal. Only the signed BAFO #001 form, your response to the BAFO Request List, and any portions of your proposal that are being revised as a result of this request for a Best and Final Offer need be submitted. Your BAFO response is your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other change to pricing.

You are requested to respond to this request for a BAFO by submitting a written, sealed "Best and Final Offer" by **5:00 p.m. Central Time on December 11, 2014.** to:

Attention: Julie Kleffner
Division of Purchasing and Materials Management
301 West High Street, Truman Building, Room 630
Jefferson City, MO 65101-1517

The outside of the packet containing the BAFO response needs to state, "BAFO for B3Z14319" on the lower left corner. Please include the **original plus four (4) copies (for a total of five (5) documents)** of your response. Faxed or e-mailed responses are not acceptable.

You are reminded that pursuant to section 610.021, RSMo, proposal documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc. to me, as the buyer of record. Neither you nor your agents may contact any other state employee regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your proposal or BAFO are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this BAFO request, please contact me at (573) 751-7656 or e-mail me at Julie.Kleffner@oa.mo.gov. Your efforts in working with the State of Missouri to ensure a thorough evaluation of your proposal are sincerely appreciated.

Sincerely,

Julie Kleffner

c: Evaluation Team
RFP B3Z14319

Attachments: Best and Final Offer Request List
RFP including BAFO #001 form

HEARTLAND CENTER FOR BEHAVIORAL CHANGE

BEST AND FINAL OFFER REQUEST LIST

BAFO NO. 001 FOR RFP B3Z14319

1. IDENTIFIED DEFICIENCIES AND AREAS OF CONCERN/CLARIFICATION:

1.1 Heartland Center for Behavioral Change (HCBC)'s Correctional Transitions Unit Staff Schedule located in tab 20 of the response identifies the case manger's work schedule is 8:00 a.m. – 4:30 p.m., Monday through Friday.

Paragraph 2.10.11 e. of the RFP states, "The contractor's case managers shall be available at varying times to accommodate the work schedule of the offenders including a minimum of one evening per month until 8:00 p.m."

In order to be compliant, HCBC is requested to confirm in the best and final offer response that HCBC's case manager will be available a minimum of one evening per month until 8:00 p.m.

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 3
RFP NO.: B3Z14319
TITLE: Residential Facility Services
ISSUE DATE: 10/23/14

REQ NO.: NR 931 YYY14708182
BUYER: Julie Kleffner
PHONE NO.: (573) 751-7656
E-MAIL: Julie.Kleffner@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 11/7/14 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)		(Courier Service)
DPMM	or	DPMM
PO BOX 809		301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Effective Date of Contract through June 30, 2016

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Missouri Department of Corrections
Division of Probation and Parole
2720 Plaza Drive
Post Office Box 236
Jefferson City MO 65102

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.
	Heartland Center for Behavioral Change
MAILING ADDRESS	IRS FORM 1099 MAILING ADDRESS
1730 Prospect, Suite 100	1730 Prospect, Suite 100
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE
Kansas City, MO. 64127	Kansas City, MO. 64127-2544

CONTACT PERSON	
Myrna Trickey	mtrickey@heartlandcbc.org
PHONE NUMBER	FAX NUMBER
816-421-6670 ext 1217	816-421-4701

TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE)	VENDOR NUMBER (IF KNOWN)
43-1262765	_X_ FEIN ___ SSN	

VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)

___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor _X_ IRS Tax-Exempt

AUTHORIZED SIGNATURE	DATE
Myrna Trickey	10/28/14
PRINTED NAME	TITLE
Myrna Trickey	President/CEO

AMENDMENT #3 TO RFP B3Z14319

TITLE: Residential Facility Services

CONTRACT PERIOD: Effective Date of Contract through June 30, 2016

PROSPECTIVE OFFERORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGE:

1. **Closing Date:**

   As Stated: Return proposal no later than: 10/29/14 at 2:00 PM.
   Change To: Return proposal no later than: 11/7/14 at 2:00 PM.

HEARTLAND CENTER for behavioral change

REBUILDING LIVES SINCE 1982

October 17, 2014

Julie Kleffner
DPMM
301 West High street, Rm 630
Jefferson City, MO 65101-1517

Dear Evaluator:

It is with great pleasure that the Heartland Center for Behavioral Change offers Residential Facility services to the Missouri Department of Corrections. We have been a partner with the Department in providing these services for over thirty years and as a consequence of our combined effort, the community has been made safer and tens of thousands of offenders have been helped to rebuild their lives.

HCBC is an expert provider of services to Corrections. Our services have greatly expanded over the history of the organization to include residential facility services, substance abuse treatment, and services to the courts. Throughout our history, we have worked with criminal justice agencies to develop innovative programs that reduce crime and restore lives. Because all of the members of our Executive Team have enjoyed past successful careers in the field of Corrections, our work with offenders has translated to consistently positive results for the Department of Corrections.

We are offering a minimum 50 to a maximum of 56 slots for consideration. Our price offers has been adjusted only slightly from the past contract period and reflects our increased costs due to inflation.

The Heartland Center for Behavioral Change values its relationship with the Department of Corrections and looks forward to a continued long and successful partnership in "helping people rebuild their lives."

Sincerely,

Myrna E. Trickey
President/CEO

CORRECTIONAL TRANSITIONAL UNIT: 1514 Campbell Avenue, Kansas City, MO 64108 | Ph: 816-421-6670 | Fx: 816-842-0899 | heartlandcenterforchange.org
An Equal Opportunity Employer. Services provided on a nondiscriminatory basis.

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 2
RFP NO.: B3Z14319
TITLE: Residential Facility Services
ISSUE DATE: 10/17/14

REQ NO.: NR 931 YYY14708182
BUYER: Julie Kleffner
PHONE NO.: (573) 751-7656
E-MAIL: Julie.Kleffner@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 10/29/14 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)
DPMM
PO BOX 809
JEFFERSON CITY MO 65102-0809

or

(Courier Service)
DPMM
301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Effective Date of Contract through June 30, 2016

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Missouri Department of Corrections
Division of Probation and Parole
2720 Plaza Drive
Post Office Box 236
Jefferson City MO 65102

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Heartland Center for Behavioral Change
MAILING ADDRESS 1730 Prospect, Suite 100	IRS FORM 1099 MAILING ADDRESS 1730 Prospect, Suite 100
CITY, STATE, ZIP CODE Kansas City, MO. 64127	CITY, STATE, ZIP CODE Kansas City, MO. 64127

CONTACT PERSON Myrna Trickey	EMAIL ADDRESS mtrickey@heartlandcbc.org
PHONE NUMBER 816-421-6670 ext. 1217	FAX NUMBER 816-421-4701

TAXPAYER ID NUMBER (TIN) 43-1262765	TAXPAYER ID (TIN) TYPE (CHECK ONE) _X_ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN) 43126276505

VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)

___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor _X_ IRS Tax-Exempt

AUTHORIZED SIGNATURE Myrna Trickey	DATE 10/23/14
PRINTED NAME Myrna Trickey	TITLE President/CEO

AMENDMENT #2 TO RFP B3Z14319

TITLE: Residential Facility Services

CONTRACT PERIOD: Effective Date of Contract through June 30, 2016

PROSPECTIVE OFFERORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGE:

1. **Closing Date:**

   As Stated: Return proposal no later than: 10/22/14 at 2:00 PM.
   Change To: Return proposal no later than: 10/29/14 at 2:00 PM.

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 1
RFP NO.: B3Z14319
TITLE: Residential Facility Services
ISSUE DATE: 10/7/14

REQ NO.: NR 931 YYY14708182
BUYER: Julie Kleffner
PHONE NO.: (573) 751-7656
E-MAIL: Julie.Kleffner@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 10/22/14 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)		(Courier Service)
DPMM	or	**DPMM**
PO BOX 809		**301 WEST HIGH STREET, ROOM 630**
JEFFERSON CITY MO 65102-0809		**JEFFERSON CITY MO 65101-1517**

CONTRACT PERIOD: Effective Date of Contract through June 30, 2016

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Missouri Department of Corrections
Division of Probation and Parole
2720 Plaza Drive
Post Office Box 236
Jefferson City MO 65102

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.
Heartland Center for Behavioral Change	Heartland Center for Behavioral Change
MAILING ADDRESS	IRS FORM 1099 MAILING ADDRESS
1730 Prospect, Suite 100	1730 Prospect, Suite 100
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE
Kansas City, MO. 64127-2544	Kansas City, MO. 64127

CONTACT PERSON	EMAIL ADDRESS
Myrna Trickey	mtrickey@heartlandcbc.org
PHONE NUMBER	FAX NUMBER
816-421-6670	816-421-4701

TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE)	VENDOR NUMBER (IF KNOWN)
43-1262765	_X_FEIN ___ SSN	

VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)

___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor _X_IRS Tax-Exempt

AUTHORIZED SIGNATURE	DATE
Myrna Trickey	10/23/14
PRINTED NAME	TITLE
Myrna Trickey	President/CEO

AMENDMENT #1 TO RFP B3Z14319

TITLE: Residential Facility Services

CONTRACT PERIOD: Effective Date of Contract through June 30, 2016

The following paragraphs in RFP B3Z14319 have changes:

2.2.1 c.
2.3.3 d.
2.6.5 a.
2.6.8 e.
2.7.2 b. 2)
2.10.7 g.
2.11.1 a.
2.11.4 e.
2.11.8 f.
2.12.2 a.
2.13.4
2.19.5
2.19.8

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

RFP NO.: B3Z14319
TITLE: Residential Facility Services
ISSUE DATE: 9/24/14

REQ NO.: NR 931 YYY14708182
BUYER: Julie Kleffner
PHONE NO.: (573) 751-7656
E-MAIL: Julie.Kleffner@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 10/22/14 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL TO:

(U.S. Mail)		(Courier Service)
DPMM	or	DPMM
PO BOX 809		301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Effective Date of Contract through June 30, 2016

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Missouri Department of Corrections
Division of Probation and Parole
2720 Plaza Drive
Post Office Box 236
Jefferson City MO 65102

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 12/27/12). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.
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Myrna Trickey	mtrickey@heartlandcbc.org
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AUTHORIZED SIGNATURE	DATE
Myrna Trickey	10/23/14
PRINTED NAME	TITLE
Myrna Trickey	President/CEO

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of residential facility services for male and/or female offenders statewide as set forth herein.

1.1.2 It is the offeror's responsibility to ask questions, request changes or clarifications, or otherwise advise the Division of Purchasing and Materials Management (DPMM) if the offeror believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, or both, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the offeror's ability to submit a proposal.

a. Except as may be otherwise stated herein, the offeror and the offeror's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer.

   1) The offeror may contact the Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.

b. All questions and issues should be submitted at least ten (10) working days prior to the due date of the proposal. If not received prior to ten (10) working days before the proposal due date, the DPMM may not be able to fully research and consider the respective questions or issues. Questions and issues relating to the RFP, including questions related to the competitive procurement process, must be directed to the buyer, Julie Kleffner. It is preferred that questions be e-mailed to the buyer at Julie.Kleffner@oa.mo.gov.

c. The DPMM will attempt to ensure that an offeror receives an adequate and prompt response to questions, if applicable. Upon DPMM's consideration of questions and issues, if DPMM determines that changes are necessary, the resulting changes will be included in a subsequently issued RFP amendment(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for RFP amendment as the questions and issues did not provide further clarity to the RFP. All offerors will be advised of any change to the RFP's language, specifications, or requirements by a formal amendment to the RFP.

   NOTE: The only official position of the State of Missouri shall be that which is contained in the RFP and any amendments thereto.

1.1.3 This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

1) Introduction and General Information
2) Contractual Requirements
3) Proposal Submission Information
4) Pricing Page(s)
5) Exhibits A - L
6) Terms and Conditions
7) Attachments 1 - 22

1.2 Pre-Proposal Conference - A pre-proposal conference regarding this Request for Proposal will be held on October 3, 2014, at 1:00 p.m., in Room 500 of the Harry S Truman Building, 301 West High Street, Jefferson City, Missouri.

1.2.1 Pre-Proposal Conference Agenda - The offeror should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.

1.2.2 Pre-Proposal Conference RFP Questions – All potential offerors are encouraged to attend the Pre-Proposal Conference as it will be used as the forum for questions, communications, and discussions regarding the RFP. The offeror should become familiar with the RFP and develop all questions prior to the conference in order to ask questions and otherwise participate in the public communications regarding the RFP.

a. Prior Communication – Prior to the Pre-Proposal Conference, the offeror may submit written communications and/or questions regarding the RFP to the buyer identified on page one. Such prior communication will provide the State of Missouri with insight into areas of the RFP which may be brought up for discussion during the conference and which may require clarification. Questions should be submitted at least 24-hours prior to the Pre-Proposal Conference.

b. During the Pre-Proposal Conference, it shall be the sole responsibility of the offeror to orally address all issues previously presented to the buyer by the offeror, including any questions regarding the RFP or areas of the RFP requiring clarification.

c. Amendment to the RFP - Any changes needed to the RFP as a result of discussions from the Pre-Proposal Conference will be accomplished as an amendment to the RFP. Neither formal minutes of the conference nor written records of the questions/communications will be maintained.

1.2.3 Pre-Proposal Conference Special Accommodations - Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) working days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

1.3 Background Information:

1.3.1 The Department of Corrections consists of four (4) divisions; The Division of Adult Institutions, The Division Human Services, The Division of Offender Rehabilitative Services and The Division of Probation and Parole. The Division of Probation and Parole is charged with the supervision of offenders in the community.

1.3.2 The Department of Corrections believes the methods of assisting the offender in reintegration into the community, developing partnerships with organizations that aid the offender in an array of assessed problem areas and actively participating in working with the Department of Corrections on performance measures are important aspects of successful management of offenders.

a. Approximately 97% of the people in Missouri's prisons will one day be released. Within three (3) years of release, a significant number of those will go back to prison for a new crime. For each new crime, there is a new victim and new costs to Missouri's communities. The Department of Corrections is working to increase the successful reentry of offenders into the community and to decrease the number of people returning to prison. The Department of Corrections' approach to this effort is through the implementation of effective community-based interventions and the application of evidence-based practices.

1) Pursuant to Executive Order 09-16, the Department of Corrections has established forty-four (44) local or community Missouri Reentry Process (MRP) teams across the state. The mission of the MRP teams is to integrate successful offender reentry principles and practices in state agencies and communities resulting in partnerships that enhance offender self-sufficiency, reduce re-incarceration and improved public safety. A list of local MRP teams is on the internet (click on Regional box to obtain the listing): http://doc.mo.gov/OD/DD/MRP.php.

1.3.3 Additional information and history about the DOC and MRP can be found on the internet at: www.doc.mo.gov, [*Popular Link: Missouri's Reentry Process/Restorative Justice*].

1.3.4 For informational purposes, the Department of Corrections has a budget per fiscal year to be utilized for the statewide purchase of residential facility and residential slots. Historically, funding has allowed the Department of Corrections to contract for approximately 167 residential slots on a statewide basis for offenders meeting the appropriate criteria.

a. For informational purposes, the Department of Corrections has a budget per fiscal year to be utilized for the statewide purchase of residential treatment facility services with the inclusion of transitional housing slots. The total funding for residential treatment facilities and the transitional housing slots for Fiscal Year 2015 is approximately $3.1 million, although the Governor must approve the budget. The state fiscal year (FY) is July 1 through June 30. The Department of Corrections is examining the most efficient and effective ways to provide contracted services and has determined the necessity of targeting residential slots to specific geographical areas in order to best meet the needs of the Division of Probation and Parole. The allocations noted below, have been established to meet the current geographical needs of the Division of Probation and Parole, within the confines of the reduced spending.

$ 858,000 - Maximum Allocation in St. Louis
$ 416,000 - Maximum Allocation in Columbia
$1,150,750 - Maximum Allocation in Kansas City
$2,424,750- Total Allocation

b. If resources assigned to the Division of Probation and Parole improves after FY15, either through increased Inmate Revolving Fund collections or increased appropriations, the Division of Probation and Parole intent would be to consider an expansion in residential facility expenditures.

1.3.5 Contract C311118001, C3111180002, and C311118003 exist for the services being obtained via this RFP. While the services required in the existing contracts are similar to those required herein, the services being procured via this RFP include additional Prison Rape Elimination Act (PREA) requirements and the case manager ratio has increased.

a. Viewing the contract - A copy of the contracts can be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System located on the Internet at: http://content.oa.mo.gov/purchasing-materials-management/. In addition, all proposal and evaluation documentation leading to the award of the contracts may also be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System. Please reference the Bid number B3Z11118 or the contract number shown above when searching for these documents.

b. State expenditures – The Missouri Accountability Portal (MAP) located on the internet at: http://mapyourtaxes.mo.gov/MAP/Expenditures/ provides financial data related to the purchase of the services under the contract. Be sure to read the information provided in the links to "Site Information" and "Disclaimer". Then search by the contract numbers shown above when searching for the financial information.

1.3.6 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

2.1.1 The contractor shall provide and maintain a residential facility in the State of Missouri for the Department of Corrections, Division of Probation and Parole (hereinafter referred to as the "state agency") for the purpose of providing short term residential services for male and/or female offenders (hereinafter referred to as "offenders") in accordance with the provisions and requirements stated herein.

a. The contractor shall maintain a residential housing facility in a community environment, which is located in an approved location and which shall meet the requirements of sections 217.430 and 217.777, RSMo.

b. The contractor shall not provide a residential facility that is located in any unincorporated area of a county or within a city where the zoning is for single-family residence use without documented evidence of official approval of the governing body of the county or city for operating a residential housing facility for adult offenders.

1) The residential facility may be attached to or be a part of an existing program; however, the state agency must be able to distinguish one program from the other and the contractor shall assign dedicated staff for the services required herein.

c. *If the contractor provides multiple programs within a single location*, residents offenders served under the contract must be separate and distinct, particularly in sleeping areas (bedrooms, dorms).

d. The contractor's residential facility must be located in one of the following geographic regions:

1) Kansas City – For purposes of this document, the Kansas City geographic area shall be defined as Jackson County.
2) St. Louis – For purposes of this document, the St. Louis geographic area shall be defined as St. Louis County or the City of St. Louis.
3) Columbia – For purposes of this document, the Columbia geographic area shall be defined as Boone County.

2.1.2 The contractor shall provide the number of residential slots as stated in the Notice of Award. However, if requested by the state agency, the contractor shall provide additional residential slots, up to the maximum number of residential slots proposed by the contractor on the Pricing Page.

a. A residential slot shall be defined as one bed for twenty-four (24) hours each day of the contract period which shall be reserved for the exclusive use of the state agency and which is actually utilized by an offender.

b. During the course of the contract, the contractor shall cooperate with the state agency in making space available to allow for the maximum utilization of the contracted number of residential slots.

2.1.3 The contractor shall agree and understand that the state agency shall have the sole responsibility for referring and placing offenders in the contractor's residential facility.

a. The state agency will identify, refer and place offenders at the residential facility. The state agency will place offenders in accordance with the state agency's internal policies and procedures.

b. The contractor shall not have exclusion criteria. The contractor's facility shall be open to all offenders, including sex offenders, found eligible for residential facilities through the state agency's criteria.

2.1.4 Unless otherwise specified by the state agency, the normal length of stay per offender is based on the offender's case management plan (described in Offender Services, Case Management elsewhere herein) and is between thirty (30) and one hundred twenty (120) days.

a. The state agency, at its discretion, may extend or advance an offender in the residential facility.

b. The contractor shall not, under any circumstances, release or terminate any offender. Release and/or termination of offenders shall be at the sole discretion of the state agency.

2.1.5 The contractor shall understand and agree that all services shall be performed to the sole satisfaction of the state agency and that the state agency shall act as the final judge of the quality of the contractor's performance under the contract.

a. The contractor agrees that disputes arising from conflicts with state agency policies and procedures or other provisions of the contract shall be resolved by the state agency.

2.1.6 The contractor shall comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and shall insert the foregoing provision in all subcontracts.

2.2 Implementation Requirements:

2.2.1 The contractor must begin providing all services within the length of time specified by the contractor on the Pricing Page.

a. Required Documentation - Prior to the state agency placing offenders in the contractor's residential facility and by no later than thirty (30) calendar days after the state agency authorization to proceed with services, if such documents are not included with the contractor's awarded proposal, the contractor must submit the following documents to the Department of Corrections, Post Office Box 236, Jefferson City, MO 65102. The state agency will not refer or place any offenders with the contractor nor shall the contractor be paid for any residential slot until all the documents described below are received and approved by the state agency. Failure to submit such documents within the required time period shall be sufficient cause to cancel the contract immediately after such date without prior notice.

- A letter of approval of safe operation from appropriate jurisdictional fire marshal for the current fiscal year.
- A local health department inspection for the current fiscal year if required by the local jurisdiction. If not required by the local jurisdiction, the contractor must provide official documentation from the local government stating it is not required and why it is not required.
- A copy of the most recent local building code inspection or a license demonstrating compliance, if the license requires an inspection. The inspection shall not be more than three (3) years old.
- Verification of Approved Zoning" (Attachment #1) or an official document from the local jurisdiction documenting the residential facility is not located in an unincorporated areA of the county or within a city where the zoning has been designated for single-family residency use or occupancy
- A copy of the most recent financial audit (not over one year old).
- Verification that the facility meets Americans with Disabilities Act Accessibility Guidelines requirements.

1) In the instances where the local, state or federal agency fails to perform its regulatory function in sufficient time to allow submission of any of the required documents identified above, within the required time period and such agencies were notified as required above, the contractor may

submit a written request to the state agency for an extension of time to permit the local, state or federal agency to perform its regulatory function. The state agency may grant an extension of time at its sole discretion.

- If the contractor is unable to meet the deadlines for submission of the above described document due to the renovation/construction of the contractor's residential facility, the contractor must submit a request for an extension of time and a detailed time schedule for completion of the residential facility. The state agency may grant an extension of time at its sole discretion.

- In addition to the above documents, the contractor shall also submit a written detailed plan of action for complying with the requirements of the above paragraphs to the state agency. Further, the contractor must agree that unless the plan of action is approved in writing by the state agency, payment shall not be made nor offenders referred or placed by the state agency. The plan of action must include specifics relating to what the contractor shall do to correct any non-conforming items, when it will be done, and how much it will cost.

b. In the event the contractor's residential facility is not operational at time of contract award:

1) The contractor must successfully complete a public hearing as may be required by the state agency. The public hearing must be held in the municipality where the proposed residential facility is located.

2) The contractor must provide all documentation in accordance with the requirements stated above in Required Documentation no later than 120 calendar days after the Division of Purchasing and Material's Management's issuance of the Notice of Award.

Paragraph and Subparagraphs Deleted by Amendment #1

c. Deleted

1) Deleted

2) Deleted

3) Deleted

4) Deleted

2.3 Residential Facility Requirements:

2.3.1 Environment –

a. The contractor's residential facility must provide a clean, safe and healthy environment. The residential facility shall be in good repair, including proper screening for ventilation, with sufficient window coverings to assure the privacy of each offender. All windows must be sealed or must be fitted with screens that are in good repair. All painted surfaces shall be in good condition. All areas and surfaces must be free of undesirable odors.

b. The contractor shall establish an environment consistent with the state agency practices and principles incorporating the Missouri Reentry Process.

2.3.2 Pest and Rodent Control Inspection and Fumigation - The contractor shall have a monthly pest and rodent control inspection and fumigation plan for all storage, and living areas.

a. The contractor shall provide documentation of the agreement between the contractor and the pest and rodent control provider to the state agency upon request.

b. The contractor shall provide documentation verifying monthly pest and rodent control inspections and applications at the request of the state agency.

2.3.3 Sleeping Arrangements - The contractor shall provide a residential facility which meets the following sleeping arrangements:

a. Sleeping arrangements may consist of individual rooms or multiple occupancy rooms.

b. Each offender must have at least forty-eight (48) square feet of contiguous floor space in the sleeping area. In calculating square footage, the contractor shall not include hallways, closets, and bath facilities.

1) The square feet of contiguous floor space shall be computed by using the inside dimensions of the room in which the offender's bed is physically located less that square footage of floor space required by other offenders, if any, and less any walled closet space within the room. Space occupied by moveable objects such as furniture, footlockers, etc., may be included.

c. Sleeping areas designed for more than one person shall include seating in addition to beds. A minimum of one chair or footlocker must be provided for each two (2) offenders.

Paragraph Revised by Amendment #1

d. The contractor shall provide each offender with clothes hanging space equivalent to a rack with a minimum width of eight (8) inches for hanging clothes. In addition, the contractor shall provide a minimum of two (2) drawers in at least a thirty (30) inch wide chest of drawers, or a footlocker or an acceptable equivalent for storage of personal property.

e. The contractor shall provide individual lockable storage with a minimum internal area of 14 inches by 7 inches by 18 inches and locks, free of charge to the offender, for securing personal property within the offender's respective sleeping area.

1) In the event an offender loses the lock/key that was initially provided free of charge, the contractor may charge the offender a reasonable replacement rate for a new lock or key; the replacement rate charged may not exceed the contractor's cost for replacement.

2) If the offender is housed in a single occupancy room with a lockable door, the contractor may consider this as meeting the lockable storage requirement.

f. The contractor shall provide well ventilated sleeping spaces. Well ventilated shall be defined as providing fresh air through a mechanical system.

g. If the contractor is providing services for both male and female offenders, the contractor must keep all personal and sleeping areas physically separated by gender.

h. The contractor shall provide beds based on the state agency direction as obtained from the Prison Rape Elimination Act audits, as described in the Prison Rape Elimination Act Requirements elsewhere herein.

2.3.4 Furniture, Furnishings, and Equipment - The contractor shall supply ample furniture, furnishings, and equipment to accommodate all offenders. Furniture must be constructed for the rough usage experienced in this type of facility. Ample furniture shall be defined to include, but not necessarily be limited to the following:

a. Dining area must contain seating and tables sufficient to accommodate the offenders assigned to the living area during allowable meal time frames.

b. Furniture and furnishings shall be comfortable and maintained in clean condition and good repair. All upholstered furniture should not be torn. If furniture is torn, it must be covered with fitted slipcovers. The slipcovers must be clean and in good repair with no tears. Throws shall not be acceptable to cover torn furniture.

c. Chairs shall not be broken, have cracked frames, or in any other way be unsafe or unsightly.

2.3.5 Toilets, Washbasins and Showers/Shower Bays/Baths –

a. At a minimum, the contractor shall maintain the following in the residential facility:

1) One (1) operable toilet for each ten (10) female offenders, and one operable toilet for each (10) male offenders or a combination of toilets and urinals for every ten (10) male offenders.

2) One (1) operable washbasin for every ten (10) female offenders and one (1) operable washbasin for every ten (10) male offenders.

3) One (1) operable shower/shower bay or bath for every (10) female offenders and one (1) operable shower/shower bay or bath for every (10) male offenders.

b. The minimal operable amount of toilets, washbasins and showers/shower bays/baths must be contained within the same residential facility where the offender resides.

1) Clean, filled and operational hand soap dispensers shall be located at every sink.

2) Clean, filled and operational hand towel dispensers shall be in each bathroom, unless linen is provided to each offender.

2.3.6 Laundry Equipment - The contractor shall provide laundry equipment for the exclusive use of state agency offenders. The contractor shall provide and maintain a minimum of one (1) operating washer and one (1) dryer per twenty (20) offenders.

2.3.7 Recreation - The contractor shall provide a full range of free recreational activities located at the residential facility.

a. For those offenders remaining on premises, the contractor must provide a minimum of three (3) different on-site recreational activities from the activities listed below. At a minimum, the contractor must offer one physical activity on a daily basis. All recreational materials must be provided free of charge and in a sufficient quantity to provide adequate recreation throughout all seasons:

1) Basketball goal and basketball;
2) Billiard/pool table with functional equipment;
3) Board games, including those acceptable for child play;
4) Color television and cable or satellite with a minimum of a basic package;
5) Color television and DVD, offenders must have continuous access;
6) Computer with games and CD ROM;
7) Computerized games with color television;
8) Exercise equipment and benches;
9) Foosball table complete with all necessary equipment;
10) Horseshoe pits with horseshoes;
11) Ping pong table with functional equipment;
12) Volleyball court with net and volleyball; or
13) Other as approved by the state agency.

b. The contractor must provide a separate television for each common living area.

c. The contractor must provide free access to one (1) current daily newspaper per thirty (30) offenders or have access to one (1) computer to forty (40) offenders for job searches.

d. The contractor shall encourage offenders to participate in community activities and involvement (e.g., library, YMCA, etc.).

2.3.8 Visiting Area_- The contractor shall provide a visiting area within the residential facility where visitation can occur without conflict of other group activities, recreation or programs. Visiting area(s) must be in rooms other than restrooms, sun decks, porches, halls and staff offices. The common area may be used for visiting only during non-scheduled activities.

2.3.9 Americans with Disabilities Act Accessibility Guidelines (ADAAG) Standards - The contractor's residential facility must comply with all applicable ADAAG standards for at least 10% of the residential slots stated in the Notice of Award; no bed may be counted twice in meeting the requirements. The residential facility must meet all applicable ADAAG standards which may be found at http://www.ipa.udel.edu/healthyDEtoolkit/docs/ADAsummaryPlanning209.pdf.

a. In addition, the areas of the contractor's residential facility available to the general public for visiting must meet all applicable ADAAG standards. These standards shall cover, but not be limited to the following areas:

1) Accessible parking;

2) Accessible path of travel into the residential facility and into any public space within the residential facility;

3) Accessible doorways (the clear width of all doorways must be a minimum of 32 inches measured from the door stop to the face of the door; the threshold must not be greater than 1/2 inch) and entry buttons or special devices/handles that open handicap accessible doors;

4) Accessible restroom;

5) Signage indicating the accessible entrance and the location of the accessible restroom; and

6) Fire, smoke and carbon monoxide alarms.

b. If the contractor's residential facility is operational by the effective date of the contract, it must be in full compliance with all applicable ADAAG standards. If the contractor's residential facility is not operational by the effective date of the contract, it must be in full compliance at the time the residential facility becomes operational.

2.3.10 State Agency Office Space - At a minimum, the contractor shall provide an office within the residential facility with an operational telephone, office furniture and lockable storage which shall be accessed and utilized solely by the state agency representatives for day-to-day activities and supervising of offenders while at the residential facility.

2.4 Transitional Facility Renovation Plans:

2.4.1 In the event the contractor desires or is required by circumstances of the state agency to undertake renovation of the residential facility which would temporarily prohibit total compliance with any requirement of the contract, the contractor must submit a detailed renovation plan to the state agency for approval prior to the initiation of the renovation work. Renovation shall be defined as proposed work to the residential facility that would require relocation or disturbance of living space for over a 24 hour period. The contractor must complete the approved renovation plan within the approved time period. At a minimum, the renovation plan must include the following:

a. A description of proposed work;
b. Time schedule including completion date;
c. Paragraph number references to the contract requirements affected by the renovation;
d. Temporary method proposed to meet the needs of the offenders during the period of renovation; and
e. Ability to keep the offender safe from sexual abuse and the measures to ensure such safety.

2.5 Residential Facility Relocation Requirements:

2.5.1 If for any reason the contractor is required to vacate the residential facility and secure a new or different residential facility, the contractor shall immediately notify and submit a relocation plan to the state agency prior to such relocation.

a. The contractor must provide a new or different residential facility equal to or better than the original residential facility.

b. All provisions contained in the implementation requirements related to inspection, documentation, and state agency approval of the newer or different residential facility shall apply.

c. The contractor shall not transfer offenders to the new or different residential facility until all required inspections, documentation, and approvals have been obtained.

d. The contractor must successfully complete a public hearing as may be required by the state agency. The public hearing will be held in the municipality where the proposed residential facility is located.

2.6 Prison Rape Elimination Act (PREA) Requirements:

2.6.1 The contractor must be compliance with 28 CFR Part 115.

2.6.2 All of the contractor's employees and agents providing service in the residential facility must be at least 21 years of age. The contractor must maintain a copy of the employees' birth certificate or driver's license in the personnel file.

2.6.3 A Missouri Uniform Law Enforcement System (MULES) or other background investigation shall be required on the contractor's employees and agents before allowing entry into the residential facility. Such investigation shall be equivalent to investigations required of all personnel employed by the state agency. The state agency shall have the right to deny access into the state agency for any of the contractor's employees or agents for any reason. Such denial shall not relieve the contractor of any requirements of the contract.

2.6.4 The contractor's employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to performing services. Contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.

2.6.5 The contractor, its employees, and others acting under the contractor's control, shall at all times observe and comply with all applicable state statues, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, regarding operations and activities in and about all state agency property. Furthermore, the contractor, its agents or employees, shall not obstruct the state agency nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe residential environment. The contractor shall comply with the state agency's policy and procedures relating to employee conduct.

Paragraph Revised by Amendment #1

a. The state agency has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender or offender on offender sexual harassment, sexual assault, sexual abusive contact and consensual sex. Any contractor or contractor's employee or agent who

witnesses sexual abuse or sexual harassment must immediately report it to the Chief Operating Office of the residential facility. A contractor or contractor's employee or agent who engages in, fails to report, or knowingly condones sexual harassment or sexual contact with or between offenders shall be grounds for canceling the contract and may subject the contractor or contractor's employee or agent to criminal prosecution.

b. Any contractor, contractor's employee or agent who has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution shall be denied access into the institution.

2.6.6 The contractor and/or contractor's employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and/or contractor's employees and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.

2.6.7 PREA Audits - By no later than 45 calendar days after state agency authorization to proceed with services, the contractor shall complete a Prison Rape Elimination Act (PREA) audit by a state agency approved PREA auditor. The state agency will provide the contractor with a list of PREA auditors. Thereafter, the contractor shall complete a PREA audit every three (3) years.

a. The state agency will conduct PREA reviews twice a year.

b. The contractor shall provide verification of required staffing patterns as identified in the Employee Expense Charged to Contract Exhibit, as outlined in the awarded contract, to the stage agency. Compliance with the staffing patterns will be noted in the state audit tool and verification of completion shall be maintained by the contractor.

2.6.8 PREA Standard Operating Procedure – By no later than sixty (60) calendar days after the state agency authorization to proceed, the contractor shall develop a standard operating procedure regarding PREA assessments and assignments (i.e. education and treatment) and submit to the state agency for final approval. The contractor shall operate in accordance with the state agency approved standard operating procedure. At a minimum, the standard operating procedure shall address the following:

a. Medical and mental health services for victims of sexual abuse, including a Memorandum of Understanding with a victim advocacy center to provide advocacy services to the victim.

b. Provision of medical and mental health evaluation and treatment as recommended (by whom), at no cost to the victim, as approved by the state agency.

c. Access to emergency medical services and treatment at no cost to the victim, as outlined in PREA.

d. Prohibition of all cross-gender strip searches, visual body cavity searches and pat down searches by the contractor. A search or physical examination of a transgender or intersex offender for the sole purpose of determining the offender's genital status shall also be prohibited.

1) The standard operating procedure shall contain a training curriculum, for approval by the state agency, on how to conduct cross-gender pat down and searches of transgender and intersex offenders.

Paragraph Revised by Amendment #1

e. Electronic monitoring systems (closed circuit TV). The contractor's system shall maintain the images for thirty (30) calendar days before the images are overwritten. The contractor shall transfer any images related to an incident to DVD and then give the CD to the state agency. .

f. Protocols regarding PREA events.

2.6.9 PREA Events –

a. Upon learning of a PREA event, the contractor shall take immediate actions to protect and provide services to the victim.

b. Within twenty-four hours of the contractor's knowledge of a PREA event, the contractor shall complete the PREA Allegation Notification Penetration/Non-Penetration Event Checklist (Attachment #2) on all PREA events and submit to the state agency.

c. An offender shall not be disciplined or punished in any way for a relationship with the contractor's personnel.

2.7 Safety Requirements: The contractor shall maintain and equip the residential facility's environment to ensure the health, safety and comfort of the offenders.

2.7.1 The contractor shall ensure the physical health and safety features of the environment conform to the requirements of the local, state, and federal authorities having jurisdiction. The residential facility shall provide offenders with reasonable protection against the danger of fire and smoke, carbon monoxide, injury attributable to the environment, electrical hazard, and the spread of disease and infection.

a. The contractor must maintain all equipment and appliances in good operating order.

1) The contractor shall provide carbon monoxide alarms that are digital 120V with battery backup. Alarms must follow the manufacturer's recommendations and shall provide for seventy (70) decibels at pillow level for each offender.

2) All emergency equipment shall be fully equipped, operational and have current inspections. The contractor shall have emergency equipment inspected on a quarterly basis, with the exclusion of fire extinguishers, which shall be inspected not less than annually. The contractor shall keep a log of each inspection to include, date of inspection, who completed the inspection and any noted problems.

- Emergency equipment shall be defined as including fire extinguishers, first aid kits, CPR kits, etc.

- Verification of inspection of the emergency equipment, with the exclusion of the fire extinguishers, shall be kept on a separate log for review by state agency staff upon request.

b. The contractor must abide and have proof of compliance with local, state and/or federal building, zoning, fire, safety and health codes for the current year prior to acceptance of any offenders. The contractor must maintain records of such. Such records must be available to the state agency at all times and upon request.

c. In the event that there is a conflict between the local standards and the requirements of the state agency, the State Fire Marshall and/or the Department of Health and Senior Services and/or the Office of Administration, Facilities Management, Design and Construction shall be called in at the option and expense of the state agency to inspect for compliance. If such inspection identifies required changes, the contractor shall be responsible for the implementation and all expenses related to such changes.

d. The contractor shall comply with the requirements of the State of Missouri Department of Health and Senior Services, the State of Missouri Fire Marshall, and the state agency safety inspector.

2.7.2 Written Plans and Written Procedures –

a. The contractor shall maintain, and operate in accordance with, written plans and written procedures for meeting potential emergencies and disasters, including but not limited to:

1) Attempted suicide;
2) Bomb threats;
3) Carbon monoxide poisoning;
4) Collection and control of suspected illegal contraband;
5) Death;
6) Earthquakes;
7) Fires;
8) Flooding;
9) Hazardous material/chemical spill;
10) Hostage situation and riot disorder;
11) Medical emergency; and
12) Tornados

b. The written plans and written procedures shall include assignment of task and responsibility by job title, instructions for notification of authority, use of emergency equipment, and specifications of escape routes and procedures during the event. The contractor shall submit the written plans and written procedures to the state agency for review annually upon contract renewal.

1) The written plan shall reference the type of warning device that shall be used for emergency situations (e.g., warning bells, whistle, or verbal instructions to the offenders) and the difference, if any, for fire disasters vs. natural emergency disaster.

Paragraph Revised by Amendment #1

2) The written plan shall reference the contractor's personnel (by title or job description) that shall be responsible for the use of emergency equipment, including fire extinguishers, first aid kits, CPR kits, etc. All the contractor's residential personnel must be certified in CPR and First Aid within the first sixty (60) days of hire and must maintain the certification throughout their employment.

3) Escape route plans for fire as well as shelter routes for tornado drills must be color identified, indicating direction of traffic flow and posted separately near exits and all movement points within the residential facility. Further, the written plans must specify the central meeting location following evacuations as well as the contractor's personnel who shall be responsible for assuring total residential facility evacuation has occurred.

c. In the event any renovation is made to the facility affecting any previously implemented written plans or procedures, all written plans and written procedures relating to fire, tornado, bomb threats, flooding, earthquakes, etc. must be updated and submitted to the state agency with the renovation plan.

2.7.3 Potential Emergencies and Disasters Drills - During periods of high occupancy and to evaluate the effectiveness of the written polices and written procedures for potential emergencies and disasters, the contractor must conduct, at a minimum, one (1) fire drill and one (1) tornado drill monthly. A record of the effectiveness of the fire drills and emergency drills must be recorded on the Monthly Fire/Tornado Drill (Attachment #3).

a. Additionally, an annual emergency drill for potential emergencies or disasters, other than the tornado drill and fire drill, identified in the Written Plans and Written Procedures herein, should also be conducted. The contractor shall document results of the emergency drill in oversight meeting minutes as described in the Meeting Requirements elsewhere herein. The contractor shall not conduct any drills between the hours of midnight to 5:00 a.m. without advance written approval of the state agency.

2.8 Security Requirements:

2.8.1 The contractor's residential facility shall provide adequate security to assure that the offender and community feel comfortable with precautions taken to reduce risk and liability and to increase public acceptance and support.

2.8.2 The contractor shall ensure that both the features and systems of the residential facility must be designed to prevent unauthorized entries and exits. The contractor must receive prior approval of the state agency for any changes to the security features and systems of the residential facility.

2.8.3 The contractor shall understand and agree that the contractor's security personnel providing services pursuant to the contract shall not be assigned or designated as personnel on any other contract, with the exception of the administrative Chief of Security. The security staff assigned to the contract shall man the security post designated to the contract.

2.8.4 The contractor shall provide security personnel in the minimum ratio identified below. If separate residential facilities are utilized by the contractor to house offenders, the contractor must, at a minimum, provide one manned security monitor post from 3:00 p.m. to 9:00 a.m. in each residential facility that houses offenders.

CONTRACTED RESIDENTIAL SLOTS	NUMBER OF SECURITY PERSONNEL	
	Mon. through Fri., 9:00 a.m. to 3:00 p.m.	All Other Times
10 to 29 contracted slots	1	2
30 to 59 contracted slots	2	2
60 to 95 contracted slots	2	3
96 to 120 contracted slots	2	3

2.8.5 The contractor must operate in accordance with the security policy, protocol and process included in the contractor's awarded proposal.

2.8.6 The contractor must provide an electronic means (electronic monitoring) of verifying the contractor's security personnel's activity throughout the residential facility at various key state agency approved locations.

a. The contractor shall calibrate the electronic equipment according to the manufacturer's specifications.

b. The contractor shall keep copies of all surveillance data/records for a minimum of six (6) months. Any surveillance data/record relating to an incident shall be kept until release is authorized by the state agency.

2.8.7 The contractor shall notify the state agency of any alleged or suspected security breech by no later than the next working day.

2.9 General Service Requirements: The contractor shall provide room, board and supervision seven (7) days per week, twenty-four (24) hours per day, as described herein for all referred offenders.

2.9.1 Accountability - The contractor must provide a plan to address accountability of offenders. For purposes of this document, accountability shall be defined as knowledge of the offenders' whereabouts and activities while scheduled out for pass or employment.

a. The contractor must abide by the policies and procedures of the state agency relating to absconders and the state agency command center. The state agency will provide a copy of the policies and procedures to the contractor upon the effective date of the contract.

b. The contractor must advise the state agency or its representative of any leave without authorization or any late return, if three (3) hours has elapsed from the noted absence or estimated time of return for Dangerous Felons and Sex Offenders and twelve (12) hours for all other offenders. The state agency will provide the contractor with a list of offenders classified as Dangerous Felons and Sex Offenders.

1) The contractor shall complete the warrant checklist (Attachment #4) prior to contacting the state agency command center.

2) The contractor shall contact the offender's Probation and Parole officer/supervisor as requested by the state agency.

c. The contractor must advise the state agency of all entries, exits and violations on a daily basis at times determined by the state agency.

2.9.2 The contractor shall provide services that are accessible to persons of all faiths and to persons of no faith who are atheist, agnostic or undecided.

2.9.3 The contractor shall develop partnerships with organizations and employers in the community that would assist the offender with Missouri Reentry Process. The contractor should become a part of the local Missouri Reentry Process team.

2.9.4 House Rules - The contractor shall define in writing rules regarding the conduct and discipline of offenders. The house rules should include a list of infractions, their definitions and potential sanctions. The house rules should outline who will impose sanctions and the process to be followed by the contractor to insure the rules are enforced fairly and that the discipline imposed is appropriate and impartial. The contractor shall agree and understand that the state agency shall have review and approval authority of the house rules and any changes or modifications thereto, prior to issuance to the offenders. The state agency will respond in writing within thirty (30) working days of receipt of the proposed rule changes.

a. The house rules shall include a description of items the offender shall be allowed to bring into the residential facility. In accordance with the contractor's written house rules governing the appropriateness of decorative display, offenders should be allowed to keep and display personal belongings and to add personal items to the decoration of their living area.

b. The house rules must establish procedures to ensure that the use and location of noise producing equipment do not unduly interfere with the activities or rights of other offenders. The house rules must include the hours during which such items may be in operation.

c. The house rules must be published in the contractor's resident handbook, which shall be reviewed annually in concert with the state agency. The resident handbook shall have a visible inception/revision date.

d. The contractor shall establish house rules specific to censored materials. Materials include, but are not necessarily limited to books, clothing and posters. Censored materials shall include but not necessarily be limited to:

1) Material that promotes violence, disorder or the violation of state or federal law;
2) Material that is so racially inflammatory as to be reasonably likely to cause violence;
3) Material that contains information that can be used to instill violence or hatred among the offender residents;
4) Material that contains information on the design, construction, use or purchasing of any item which could endanger others or security of the residential facility;
5) Material that portrays what appears to be illegal drugs or substances;
6) Material that portrays or describes recipes or processes for brewing alcoholic beverages or manufacturing drugs;
7) Material that encourages or instructs in the commission of criminal activity;

8) Personal photographs which exhibit nudity; and
9) Material that depicts, describes or encourages activities which may lead to the use of physical violence or group disruption

e. Offenders shall not be allowed to subscribe, purchase, receive or possess publications, videos, pictures or any other items, which promote violence, disorder or the violation of any state or federal law, or any pornographic material.

f. With prior approval of the state agency, the contractor may place limitations on the offender's personal possessions. However, pursuant to house rules, the offender shall be allowed to provide their own personal electronics, books, and magazines.

g. For those offenders whose disability inhibits their understanding of written house rules, a procedure shall be in place by the contractor to assure that house rules are understandable.

h. The contractor shall not impose house rules that conflict with the intent of the contract requirements. The contractor shall not impose sanctions that interfere with an offender's work or job seeking. The contractor's house rules and program should be developed to work in concert with the state agency, embracing the reentry process, and shall assist in assuring the offender has optimal opportunity to reintegrate into society successfully.

2.9.5 Complaint Resolution – The contractor should resolve offender complaints by informal resolutions with the offender. The contractor shall develop and use a standardized complaint form similar to Attachment #5.

a. The contractor shall maintain a complaint log that identifies the offender name, Department of Corrections (DOC) number, the complaint and the resolution.

b. The contractor should address complaints within five (5) calendar days. A copy shall be submitted to the state agency and a copy placed in the offender file.

c. The contractor must address complaints involving discrimination, sexual misconduct or threats of physical abuse within twenty four (24) hours. The contractor shall notify the state agency by telephone upon receiving the complaint and work in concert with the state agency to resolve the issue.

d. Complaints against the state agency Probation and Parole officer shall be submitted to the state agency Probation and Parole officer's supervisor.

e. The contractor shall refer complaints relative to parole board decisions to the state agency.

2.9.6 Offender Files – The contractor shall maintain a file on each offender. This file shall contain, but is not limited to:

a. Breathalyzer results (positive and negative);
b. Case manager notes;
c. Complaint forms;
d. Drug Test results (positive and negative);
e. Job search and employment verification data;
f. Notes/directions from the Probation and Parole Officer;
g. Passes;
h. Savings payments, waivers and withdrawals;
i. Signed intake form;
j. Signed release of information;
k. Signed personal property and monies;
l. Signed inventory log;
m. Sign-in/Sign out sheets; and
n. Violation reports.

2.10 Offender Services:

2.10.1 Interpretive Services/Special Requirements - The contractor shall provide services that are accessible to all offenders including those with special needs, such as but not limited to: sight impairment, hearing and speech impairment, language barriers, physical barriers and other limitations.

a. The state agency shall determine whether an offender requires interpretive/translation services due to an offender's physical impairment or language barrier. The state agency will obtain and shall bear the financial responsibility for such services.

2.10.2 Orientation - The contractor shall provide each new offender with an orientation to the residential facility, the rules and regulations, program expectations, healthcare, and financial procedures, and shall advise the offender of the name of the case manager and parole officer assigned to them on the day of their admission. The contractor shall provide a copy of the resident handbook to the offender at the time of orientation. The orientation shall be conducted by a member of the contractor's personnel at the residential facility, preferably by the offender's assigned case manager.

a. Upon arrival, the contractor must provide the offenders with an orientation to the residential facility showing them such areas as the laundry service, food service, fire and emergency exit routes, assembly area, recreation area, equipment location, and regulations and procedures governing such.

b. The contractor shall provide all offenders with a fifteen (15) day supply of free basic toiletry items such as soap, toothpaste, razor, etc., upon entry into the residential facility and until the offender has received income.

c. The contractor shall provide addresses of medical, dental, mental health, and emergency care facilities to the offender. Addresses for these facilities shall also be posted in all common areas. The contractor must advise the offender that all medical care shall be at the offender's expense.

1) The contractor shall provide offenders with a published listing of Sexual Assault Forensic Examiners (SAFEs), Sexual Assault Nurse Examiners (SANEs), victim advocate services and rape crisis centers. The contractor shall also post the published listing in the common area of the residential facility.

d. The contractor must provide each offender with a full explanation of all disciplinary procedures and consequences.

e. The contractor shall review the house rules specific to the censored materials rules of the residential facility with each offender.

f. The contractor shall ensure all offenders sign a Disposition and Release of Personal Property and Release of Money form (Attachment #6) and Consent for Release of Confidential Information form (Attachment #7) during intake with the offender and provide documentation on the orientation checklist that such was completed.

- If the offender refuses to sign the Release of Personal Property and Release of Money form, the contractor shall notify the state agency immediately.

g. The contractor shall conduct an initial inventory of the offender's personal possessions at the time of orientation. The contractor shall advise the offender that the offender is responsible for reporting any change in the personal inventory to the contractor and that such change shall be noted on the Residential Facility Property Inventory Log (Attachment #8).

h. Verification of completed orientation and acknowledgement of house rules shall be signed by the offender and the contractor's personnel that provided the orientation. The contractor must use the

Intake Confirmation (Attachment #9) as the verification document and shall maintain it in the offender's file.

2.10.3 Personal Property -

a. The contractor shall keep personal properties for a period of thirty (30) calendar days from offender discharge and disposed of thereafter if not retrieved by the offender or offender designee identified on the Disposition and Release of Personal Property and Release of Personal Property and Release of Money form. The contractor shall make every attempt to locate designees listed on the offender's Disposition and Release of Personal Property and Monies form, documenting all attempts in the offender file, within that thirty (30) calendar days.

1) In the instances of discharge, absconders or offenders failing to return to the residential facility, decisions relating to the return of property will be made in concert with the state agency representative and shall only be kept for thirty (30) calendar days.

2) Offenders shall be permitted to retain a cell phone; however, the possession of a cell phone shall be subject to the rules and regulations of the residential facility.

2.10.4 Linen and Laundry Service –

a. The contractor shall provide clean linens to each offender upon arrival at the residential facility. Linens shall consist of one (1) pillowcase, two (2) sheets, one (1) blanket, two (2) bath towels, and two (2) washcloths. Such items must be cleaned by the contractor before being reissued.

b. The laundry equipment shall be free of charge to the offenders. The contractor shall provide laundry supplies (soap and detergents) free of charge for those offenders not yet employed or unemployable. At the discretion of the contractor, the contractor may require employed offenders to purchase their own laundry supplies.

c. The contractor shall provide a written laundry schedule and any guidelines which will be included in the contractor's resident handbook and posted in centrally located areas for the offenders' review. The written laundry schedule must ensure that each offender's linens are washed on a weekly basis. The contractor shall enforce the written laundry schedule.

1) The contractor may provide the offenders with a free laundry service to wash the offenders' linens.

2.10.5 Food Service –

a. Prior to the receipt of offenders and a month prior to implementing the food service plan and at times requested by the state agency, the contractor shall provide a written food service plan to the state agency for approval.

1) The written food service plan shall name the person in charge of the food operations, list the duties that person may delegate to others, and list the working hours for the personnel preparing meals. All meals shall be prepared by a food service personnel member. The contractor shall not delegate food preparation to offenders unless the contractor has a state agency approved program/curriculum.

b. The contractor's food service plans must include the minimum or above the adult level of calorie intake and nutritional levels of the basic food groups as recommend by the United States Department of Agriculture. The content of the meals must be different on a daily basis.

1) Menu plans, including serving size or portions, shall be made available for state agency auditors and shall be subject to approval prior to implementation.

2) Sack lunch contents shall be submitted to the state agency for approval prior to implementation.

c. The contractor shall make efforts to address specialized dietary needs, particularly as it is related to medical needs.

d. The contractor shall provide menu alternatives in order to accommodate offenders with specialized religious dietary needs.

e. The contractor must provide three (3) meals per day with at least one (1) hot meal provided to each offender daily.

1) The contractor shall make arrangements to provide a hot meal for those offenders unable to return to the residential facility for the scheduled hot meal due to work or assigned offsite treatment/referrals.

2) The contractor shall make arrangements to provide meals for those offenders who are unable to return to the residential facility for regularly scheduled meals due to work or assigned off-site treatment/referrals.

3) TV dinners shall not be part of the meal plan.

4) A microwave shall be accessible to offenders in the dining area. The microwave shall be free of charge to the offender.

f. The contractor shall serve the food in an appetizing manner in a relaxed atmosphere at realistically planned meal times.

g. The contractor shall rotate all canned, perishable, non-perishable, and frozen foods regularly. Such foods shall be clearly labeled for expiration/sell by dates allowing for optimal viewing of said dates. Foods without expiration/sell by dates shall be annotated as to the date received at the residential facility. No food shall be served to an offender that exceeds the expiration date, sell by date, best if used by date or within six (6) months of the annotated received date.

h. Offender Prepared Meals – If requested by the contractor and approved by the state agency, the contractor may provide an educational/vocational program to instruct offenders in food service.

1) The contractor shall submit a curriculum for the educational/vocational food services program to the state agency for approval prior to implementation of the program.

2.10.6 Visitation - The contractor shall establish procedures for visitation to aid in the development of positive relationships.

a. The contractor shall establish reasonable visiting hours that shall constitute a minimum of six (6) hours per week.

b. The contractor must post the visiting hours schedule in an area accessible to offenders and visitors. The schedule shall be documented in the house rules. Visitation relating to sex offenders shall be in accordance with state agency policies and procedures made available to the contractor upon the effective date of the contract.

2.10.7 Drug Testing and Breath Analysis - The contractor shall conduct drug testing (urine specimen) and breath analysis in accordance with the following:

a. Each calendar month, the contractor shall conduct random drug testing equal in number to a minimum of thirty percent (30%) of the contracted residential slots. The contractor shall supply the drug testing kits.

b. The contractor shall conduct drug testing on any offender based on suspicion of use, late return from pass time (or, if applicable, employment), and at the request of the state agency.

c. Based upon suspicion of use, the contractor may conduct additional drug tests on the offenders at the expense of the contractor.

d. The contractor shall utilize a laboratory or on-site testing, which shall, at a minimum, test for the following:

1) Amphetamines;
2) Barbiturates;
3) Benzodiazepines;
4) Cocaine;
5) Marijuana;
6) Opiates; and
7) PCP

e. Each time a drug test is performed, an alteration test for masking and dilution must be conducted.

f. The drug test(s) shall be performed at no cost to the individual offender.

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g. If an offender requests confirmation of a positive drug test, the contractor shall provide confirmation at the expense of the offender.

h. The contractor must maintain Drug Testing Logs (Attachment #10), which shall affirm that drug testing was completed as required. The contractor shall record the date the drug test was taken and the date the results were received. The contractor's case manager shall document the positive or negative results and place in the offender's file.

i. The contractor shall have a procedure that addresses the collection, control, and testing of offender urine specimens. The procedure shall:

1) Ensure the confidentiality of all test results.
2) Meet or exceed state agency standards and procedures
3) Be approved by the state agency's Chief of Drug Testing Services and the state agency.

j. The contractor shall have capabilities for administering "Alco-sensor breathalyzers." The contractor shall understand and agree that balloon tests shall not be acceptable. The contractor must document the results of the breathalyzers for offenders suspected of alcohol intake in the offender's file.

1) The "breathalyzers" shall be calibrated in accordance with manufacturer specifications or at least one time per year, whichever is greater.

2) The contractor shall document verification of calibration and provide such for review by state agency staff upon request.

k. At least once daily, the contractor shall utilize appropriately trained personnel to administer breathalyzers on offenders that are returning to the residential facility by entering the reading of the Breathalyzer on the sign in/sign out log.

l. The contractor shall conduct breathalyzers on each offender returning late from an authorized pass or returning late from an unauthorized exit (or, if applicable employment). The contractor shall document the reading of the breathalyzer on the sign in/sign out log (Attachment #11).

m. The contractor shall conduct a second test for confirmation on positive breathalyzers after waiting fifteen (15) minutes but no later than thirty (30) minutes. During this time, the offender should not be allowed to smoke or ingest anything by mouth.

2.10.8 Sign-In and Sign-Out Procedures - The contractor shall establish daily sign-in and sign-out procedures for all times the offender will be absent from the residential facility which will primarily include employment, job seeking, medical appointments and as stated below.

a. Offenders under the jurisdiction of the state agency may, under exceptional circumstances, request permission for out of state travel and be granted such with prior state agency approval.

b. If an offender is in a support group, or other approved services outside the residential facility, the activity must be documented on the sign in/sign out log.

c. Sign outs may be allowed for legitimate related purposes necessary for the offender's success in the program and reintegration into the community (e.g., picking up clothes, identification, registration, court, medical, social security cards, or other appointments) and shall be granted for a specified period of time. This sign out shall not be for the purpose of recreation/visitation.

1) The contractor shall use the state agency format and minimally include information as provided in example Attachment #11.

d. If an offender elects to attend religious services, the offender may sign out for such; however, religious services must follow pass procedures as indicated in the Free Time/Pass Procedures described herein.

2.10.9 Free Time/Pass Procedures - The contractor shall establish free time and pass time procedures utilizing guidelines listed for offenders within the program.

a. Requests for all passes must be reviewed and approved by the state agency prior to granting the pass. A pass shall be defined as a period of time away from the residential facility longer than three (3) hours in length for the purposes of visitation and/or recreation. The residential facility records must document the state agency's prior approval on all passes (Attachment #12).

b. All passes shall be in accordance with the state agency format.

c. Free time and pass time may be granted based on successful participation in the objectives outlined in the offender's case management plan and with prior approval from the state agency.

d. Offenders attending religious services shall be limited to three (3) hours per week, unless they are eligible for free time and passes. The offender must submit location and time of services and present verification of attendance (e.g. church bulletin) upon return.

e. The contractor must provide constructive activities for those offenders who remain at the contractor's residential facility on Thanksgiving and Christmas. For those offenders eligible for pass time during Thanksgiving and Christmas, an additional 24 hour pass may be granted and may include an additional night of absence from the contractor's residential facility.

1) On a case by case basis, offenders not eligible for an additional 24 hour pass may receive a pass for up to twelve (12) hours on Thanksgiving and Christmas with prior approval of the state agency.

- This pass shall not be an overnight pass and, dependent upon the circumstances, may require the offender to report in or return to the residential facility at given points in time.

f. When offenders are subpoenaed for court appearances, the contractor may issues passes for a specified period of time that has been mutually agreed upon with the state agency.

1) The responsibility for room/board and travel will be assumed by the offender.

2) The contractor shall maintain contact with the issuing court to determine the date and time of return.

g. Offenders may be allowed up to 48 hours of pass time for the funeral of an immediate family member.

1) Immediate family is defined as spouse, parent, children, brother, sister, grandparent, grand children, including all blood, step and foster relationships, and all such relationships of the offender's spouse.

2) An exception may be made if the offender can show the deceased was active in their upbringing.

2.10.10 Health Care - The contractor must provide and maintain a listing of hospitals, clinics and physicians who can provide medical care and emergency services. Health care information shall be included in the contractor's resident handbook and posted in centrally located areas.

a. Offenders shall be responsible for all health care expenses.

b. Unless alternative arrangements are otherwise agreed to in writing between the contractor and state agency, the state agency will provide the contractor with a secure container for the offender's use to store all Schedule III medications. The contractor shall provide a secure environment for the container to which only the contractor can provide access for the offender.

1) The contractor shall provide a system allowing the offender to access their individual medication(s).

2) The contractor shall provide a paper log sheet/system for each offender to record their medication administration. The log will include, at minimum, the information on Attachment #13.

3) In the presence of the contractor's personnel, offenders shall be responsible for all inventory and log entries.

4) The contractor's personnel shall verify the offender's log entries by initialing said entries.

5) The contractor shall review the log entries daily. If the offender does not take medications as prescribed, the contractor shall notify the state agency by telephone, e-mail or fax if medications within one (1) working day of the offender not taking the medication as prescribed. The state agency shall be notified within eight (8) hours if the medication is not taken as prescribed and could result in serious harm to self or others.

6) Written notification shall be provided to the state agency of any offender refusing or failing to take medication as prescribed. Notification shall be provided on a violation or incident report and shall include the offender name, number, date and time of the occurrence, and the name of the medication that the offender refused or failed to take.

c. The contractor shall report an offender's critical illness or death to the state agency within one (1) hour.

2.10.11 Case Management - The contractor shall provide a case management component for each offender.

a. The contractor shall maintain a case manager to offender ratio of one (1) case manager for a maximum of thirty (30) offenders.

b. The contractor's case managers shall act as a part of the case management team and work in concert with the state agency to support the offenders in the reentry process. The state agency's Probation and Parole officer shall be the team leader.

c. The contractor's case manager shall assist with offenders applying for Medicaid/SSI and other benefits when applicable, and obtaining identification documents as needed.

d. At a minimum, the contractor's case manager shall monitor offender's participation in programs as outlined by the state agency. This may include monitoring appointments to ensure the offender is attending as required, establishing appointments with resources or establishing resources in the community.

e. The contractor's case managers shall be available at varying times to accommodate the work schedule of the offenders including a minimum of one evening per month until 8:00 p.m. The state agency and the contractor shall mutually agree to the times and number of evenings required. The contractor shall not hold offenders from work or other commitments relating to community reintegration to meet with the contractor's case manager unless such has been approved by the state agency.

f. The contractor shall develop and implement a network of service providers to provide needed services to assist offenders and family members/significant others in successful reentry The contractor shall utilize the existing community partners as part of the network and must utilize those service providers/community partners/programs available without cost to the extent possible. Because there may be services/activities required that would not be adequately addressed through the existing community partners, the contractor must also include additional service providers in the contractor's network.

   1) The contractor's case managers must maintain legible management notes in the offenders' files, which shall reflect, but not be limited to, those activities described above.

g. The case managers shall meet with the offenders within two (2) working days of their arrival.

h. The contractor must maintain current listings of community treatment resources. The contractor must make the listings available for review at the request of the state agency.

   1) The contractor shall take into consideration the needs of the offender, including but not limited to medical and mental health needs, transportation needs and financial abilities when making referrals.

2.10.12 Job Development and Maintenance - The contractor shall provide for the development and identification of potential employment opportunities for the offenders, taking into consideration each offender's background, experience, training, and feasibility of securing employment. Arrangements for interviews, transportation and personal introductions may be included. When an offender is employed, the contractor shall provide employment case management and monitoring, which may include visits to the employment site.

a. The contractor shall develop partnerships with organizations and employers in the community that may assist the offender with employment opportunities.

b. If employable, the offender shall be required to secure employment and continue with assigned reentry activities.

c. The contractor shall record job development and monitoring in the offender's file.

d. With advance state agency approval, an offender may secure employment where the offender will be paid in cash, provided verification of the employment and payment of taxes can be obtained.

e. The contractor shall encourage offenders to obtain and maintain the best possible employment suitable to the offenders' individual needs and circumstances to ensure successful community reentry.

f. The contractor shall provide access to suitable clothing for job search to assist the offender with securing employment.

2.10.13 Savings - Each offender is responsible for reporting all earnings to the contractor. The contractor shall obtain verification for receipt of all employment or Social Security Income and/or Social Security Disability Insurance from the offender and include such in the offender file. The contractor must maintain documentation in a state agency approved format that details income, savings deposits and dates of transactions.

a. The contractor must institute and implement procedures to collect mandatory savings. The contractor shall establish an account at an FDIC insured financial institution. The state agency shall be joint custodian on the account with signatory authority. At a minimum, the contractor's procedures must include actual practice evidence of the bank reconciliation to the contractor's individual ledger accounts of each offender with documentation of all adjustments. This requirement will become a part of the state agency's financial audit.

1) Offenders are required to save a minimum of 50% of their gross income in a residential facility savings account, which will be released by the contractor to the offender upon successful completion of programming unless the offender is transferring to another residential facility. If the offender transfers to another residential facility, then the savings account shall be released by the contractor to the receiving facility and the offender.

2) Offenders receiving social security benefits or offenders that are self-employed are required to save a minimum of 50% of their income in a residential facility savings account, which will be released by the contractor to the offender upon successful completion of programming.

b. The contractor shall collect the savings from the offender on the date the offender is paid. The contractor shall prepare a receipt that both the contractor and offender shall sign showing the amount collected. A copy of the receipt shall be given to the offender.

1) Savings collections may be reduced or waived for any given pay period, with prior written approval from the state agency. In individual instances, the reduction or waiver, with justification using the Reduction/Waiver of Savings form (Attachment #14, shall be signed by the state agency and must be included in the offender's file.

2) Regardless of the savings account balance, waivers or reductions of savings may occur to ensure the offender has at least fifteen dollars ($15) per week for transportation, clothing, shoes, etc., relating to employment.

3) Withdrawals from savings may occur with prior approval of the state agency as attested by signature on a Request for Savings Withdrawal (Attachment #15).

4) In instances where continued legal obligations such as child support are required, one (1) waiver may be completed which shall remain in effect for the offender's entire residency. The obligation shall be clearly detailed on the waiver and shall be signed by the state agency.

2.11 Transportation and Driving Privileges:

2.11.1 Transportation – The contractor shall ensure viable transportation exists to meet offender needs in job search, employment, community resource appointments and other areas that would allow for successful community reintegration.

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a. If the contractor's residential facility is not within 1/4 mile of a bus stop or other form of public transportation that offers hourly drop-off and pick-up between 7:00 a.m. and 6:00 p.m., the contractor shall provide transportation to and from an easily accessible point, at least every hour, Monday through Saturday at times coinciding with public transportation and twice on Sunday.

b. The contractor shall provide the transportation schedule in the contractor's resident handbook and post in a centrally located area.

c. If the contractor elects to utilize taxi cabs as an option of transportation, all costs exceeding that of public transportation shall be at the contractor's expense and shall not be charged to the offender.

d. The contractor shall make every effort to secure funds to assist the offender with bus passes and transportation to mandatory appointments and job searches, until such time the offender is receiving income.

2.11.2 Offender Driving Privileges - The state agency may permit offenders to drive, while residing at the residential facility, to employment and approved appointments.

a. An offender may submit a Request to Operate a Motor Vehicle (Attachment #16) to the state agency. The offender may operate a motor vehicle only with prior approval of the state agency. The following criteria must be met prior to the granting of the request:

1) Proof of current license and insurance. Offenders with current driver's licenses must have the licenses renewed to prevent expiration;
2) Proof of responsible behavior as demonstrated by the offender and file documentation;
3) Review of traffic record by the state agency;
4) Copies of a valid driver's license/chauffeur's license (both sides), insurance face sheet and vehicle registration attached to the request;
5) The offender must agree that his/her license and any keys must be surrendered to the contractor upon return to the residential facility at the end of each day; and
6) The offender has been advised that any infraction may result in the loss of driving privileges.

b. Offenders may take the driver examination test while a resident of the residential facility.

c. Offenders may have a motor vehicle at the residential facility, if prior approval is received from the state agency. The contractor shall provide free on-site parking for the offender's vehicle.

2.11.3 Contractor Vehicle and Driver Requirements – If the contractor transports offenders, the contractor shall comply with the following:

a. The contractor shall furnish vehicles that, at a minimum, satisfy all of the following requirements:

1) Meet all state and federal safety standards;
2) Equipped with first-aid kits and fire extinguishers; and
3) Maintained, on a daily basis, in a clean, safe, and reliable mechanical operating condition;

b. The contractor shall maintain documentation, available at the request of the state agency, for the following:

1) Tire rotation and replacement
2) Oil changes
3) Maintenance schedule and completion dates
4) Inspection and Renewal of licenses

c. The state agency reserves the right to inspect any vehicle(s) to be used in the performance of the contract. The state agency reserves the right to approve or reject any of the contractor's vehicles and drivers.

d. The contractor's drivers must drive in a careful and prudent manner, exercising the highest degree of care at all times, and must observe and comply with all rules of the road and traffic regulations.

e. The contractor's drivers must provide all services in accordance with all applicable state laws and in accordance with all rules and regulations of the state agency.

f. If requested by the state agency, the contractor shall investigate a driver's performance. The state agency shall have sole authority to determine the acceptability of any driver to continue providing services.

g. The state agency shall conduct a Department of Revenue driving record check on each potential driver prior to the driver providing services. The contractor's drivers should have at least one (1) year of safe driving experience as verified by the license check requested by the contractor from the Missouri Department of Revenue or the state licensing agency of residence

2.11.4 The contractor shall exclude any driver from providing service under the contract that meet any of the exclusion criteria specified below.

a. have failed to renew their license or certification registration or have had their professional license or certification revoked;
b. have been terminated by the state agency;
c. have been convicted of fraud or abuse;
d. have been identified as having Office of Inspector General (OIG) sanctions (the contractor can access OIG sanction information on the Internet at http://exclusions.oig.hhs.gov/ and shall maintain documentation of verification of the OIG sanctions); and

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e. are excluded from participating in procurements where federal funds are involved (the contractor can access the list of parties excluded from federal procurement and non-procurement programs on the Internet at: https://www.sam.gov/portal/public/SAM/ and shall maintain documentation of verification of the EPLS review).

2.11.5 The contractor's vehicles that transport offenders shall meet the following requirements:

a. All vehicles shall be legally licensed.

b. All vehicles shall pass a vehicle safety inspection, as required by state law and shall be clean and in good repair.

c. All vehicles shall carry and maintain the following safety equipment:

1) Extra electrical fuses;
2) Fire extinguisher,
3) Three (3) reflective triangles or Emergency Flare Kit;
4) Spare tire and jack unless the driver is radio/phone equipped and able to summon assistance;
5) Flashlight;
6) Ice scraper;
7) Emergency first-aid kit; and

8) Blood-borne pathogen kit.

d. All vehicles shall have an available seat that is securely fastened to the floor of the vehicle for each passenger. Cars and vans shall have a useable seat belt, including seat belt extenders as needed, for each person being transported.

e. All vans and buses shall have accessible emergency exit(s) with appropriate emergency procedures posted in compliance with Federal Motor Vehicle Safety Standard No. 217.

f. All vans and buses shall have a stationary or removable step to aid entry and exit of the vehicle. This step shall be capable of safely supporting three hundred pounds (300 lbs.); shall be placed no more than twelve inches (12") above ground level; and shall have a nonskid top surface no less than eight inches by twelve inches (8" x 12"). Removable steps shall be properly secured while the vehicle is in motion.

2.11.6 The contractor shall follow 49 Code of Federal Regulations Part 38 for vehicle requirements when transporting an offender remaining in a wheelchair during transport.

2.11.7 The contractor shall maintain vehicles that transport offenders and document maintenance resulting from, but not limited to:

a. Accidents, breakdowns and road service (numbers, types, frequency, etc.);
b. Vehicle inspections including, at a minimum, cleanliness, safety, and equipment; and
c. Preventive maintenance including, daily vehicle pre/post-trip inspection reports, and scheduled service.

2.11.8 The contractor shall ensure the following credentialing requirements regarding drivers and attendants, if any, are met:

a. Drivers have appropriate and valid driver's license.

b. Attendants have appropriate certification or license for the function the attendant is performing.

c. Current laws regarding drug and alcohol testing are enforced.

d. The driver's health record shall contain documentation signed by the driver, that no physical or health limitation exists that prevents competent operation of the motor vehicle or ability to assist any participant in and out of the vehicle who requires or requests such.

e. The contractor shall cooperate with the state agency with regards to completion of employment background checks for all transportation provider drivers and attendants. The employment background check shall include a state and Federal Bureau of Investigation criminal history fingerprint search from the Missouri State Highway Patrol and the Federal Bureau of Investigation criminal record databases. All transportation drivers and attendants must have completed the employment background check, including a criminal history fingerprint search of the Missouri State Highway Patrol and Federal Bureau of Investigation criminal record databases before drivers and attendants may perform any transportation services under the contract.

Paragraph Deleted by Amendment #1

f. Deleted

g. The contractor shall not utilize any employee or volunteer as a driver or attendant with any felony criminal convictions, or have plead guilty to any felony offense or have plead nolo contendere to any felony crime or have been found guilty of any felony offense in this state or any other state, including a suspended imposition of sentence, which if committed in Missouri would be a class A or B felony violation of chapter 565, 566 or 569, RSMo, or any violation of subsection 3 or 4 of section 198.070,

RSMo, or section 568.020, RSMo, or any felony offense wherein the offense occurred five (5) years or less immediately prior to delivery of services if such offense involved theft, theft by deceit, fraud, forgery, stealing, or the sale or possession of contraband drugs.

h. The contractor shall not utilize any employee or volunteer as a driver or attendant who has ever plead guilty or nolo contendere to any offense or been convicted of any offense or been found guilty of any offense, misdemeanor, or felony of a sexual nature or involving violence, including a suspended imposition of sentence.

i. The contractor shall not utilize any employee or volunteer as a driver or attendant whose name is listed on the Department of Health and Senior Services Family Care Safety Registry, unless a Good Cause Waiver is obtained from the Department of Health and Senior Services.

j. The contractor shall not hire, retain, or utilize the services of a driver who:

1) Has been convicted of driving while intoxicated or under the influence of a controlled substance within three (3) years prior to delivery of services.
2) Has had their driver/chauffeur's license revoked within three (3) years prior to delivery of services.
3) Has limitations or restrictions that would interfere with safe driving. For example, but not limited to, medical conditions, ignition interlock restriction, or prescribed medication that would interfere with the safe, lawful operation of a motor vehicle.
4) Has a communicable disease which may pose a threat to the health and well-being of the participant.

k. Drivers and attendants (if any), unless otherwise specified below, must have experience and education including completion of safety courses, driver training courses, passenger assistance courses, etc. Driver training must include:
1) Defensive driving (drivers only),
2) Driver sensitivity, awareness and communications,
3) Use of mobility equipment (walkers, canes, crutches, braces, etc.),
4) Methods of handling wheelchairs,
5) Hands-on assistance (body mechanics, such as methods of moving, lifting, and transferring offenders with mobility limitations or who use assistive devices),
6) Operation of lifts, ramps, and wheelchair securement devices if the vehicle to be operated is equipped with them,
7) Use of a fire extinguisher,
8) Methods of keeping accurate and accountable records or reports, or both,
9) Instructions on proper actions to be taken in problem situations (e.g., crisis management, emergency evacuations and procedures, seizure disorders, passenger abuse and neglect, and vehicle breakdowns),
10) Basic first aid,
11) Guidelines on when to attempt first aid or when to take alternative action, and
12) Instruction on universal precautions regarding handling body fluids, including how to use a blood-borne pathogen kit.

2.11.9 The contractor shall ensure the drivers observe the following provisions:

a. Assure that all offenders are seated before vehicle is put into motion;
b. Require offenders to use seat belts;
c. Disallowance of firearms, alcoholic beverages, unauthorized controlled substances, or highly combustible materials to be transported in vehicle;
d. Allow service animals in the vehicle, as needed; however, other animals shall not be allowed;
e. Assure that all packages are safely stored before putting the vehicle in motion;
f. Assist each offender in entering and exiting the vehicle as needed;
g. Assure that offenders enter and exit the vehicle in unobstructed and safe locations;

h. Observe all posted speed limits, traffic rules, and modify driving according to weather hazards;
i. Not use alcohol or other controlled substances unless prescribed by a licensed health care provider prior to or while driving;
j. Not use any prescribed or over-the-counter medication that may impair driving ability prior to or while driving;
k. Driver code of conduct as established by the contractor;
l. Not smoke or use other tobacco products during transport of offenders;
m. Submit to random drug screening, alcohol screening, or both; and
n. Use of only hands-free calling devices during transport.

2.12 Personnel Requirements:

2.12.1 The contractor and the contractor's personnel must comply with all requirements stated herein. Therefore, references to "the contractor" throughout this document shall also be deemed to include personnel provided by the contractor.

2.12.2 The contractor and each of the contractor's personnel assigned to the contract must be approved by the state agency in order to provide services.

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a. At a minimum, the contractor's personnel assigned to provide services under the contract must be certified in CPR and First Aid within the first sixty (60) calendar days of hire and must maintain the certification while providing services,

b. The state agency will complete a criminal record and background check on all potential personnel.

1) Within five (5) calendar days after notification of award and any time thereafter when requesting to hire new staff, the contractor shall provide the state agency with the following:

- A completed Authorization for Release of Information Form (Attachment #17) individually signed by the contractor and each current or anticipated person who shall be assigned to the contract.

- A State of Missouri/Department of Corrections Confidentiality Oath (Attachment #18) individually signed by the contractor and each current or anticipated person who shall be assigned to the contract.

2) During the birth month of each of the contractor's personnel providing services, the contractor shall request the state agency conduct an annual criminal record and background check.

c. The contractor shall understand and agree that offenders under active federal or state felony or misdemeanor supervision must receive written state agency approval prior to becoming an employee of the contractor for the services provided herein. The contractor's personnel with prior felony convictions and not under active supervision must receive written state agency approval prior to providing services.

2.12.3 The contractor shall provide qualified personnel for the professional positions and responsibilities listed in the awarded proposal, and at the level warranted and presented in the Employee Expense Charged to Contract Exhibit included in the awarded proposal. For any vacated position, the contractor shall provide the state agency with documentation that validates a good faith effort on the part of the contractor to fill the vacant position. If the position is vacated for a period longer than 45 calendar days, such position(s) shall be considered vacant and the state agency shall reduce the contractor's total monthly payment by an amount not to exceed the total salary included in Employee Expense Charged to Contract Exhibit included in the awarded proposal.

2.12.4 Facility Director - The contractor shall maintain a facility director/designee to act on behalf of the contractor's residential facility director on site during state agency core hours of operation, plus/minus one hour before or following the core hours of 8:00 a.m. and 5:00 p.m. excluding state holidays and weekends. A list of state holidays may be found on the State of Missouri website http://content.oa.mo.gov/commissioners-office/state-holidays.

2.12.5 Case Managers – Unless a specific exception is granted by the state agency for a specific case manager, the contractor's case managers providing case management services must be a graduate of a four (4) year accredited college or university with a bachelor's degree in social work, counseling, criminal justice administration, psychology, sociology, or a closely related field.

2.12.6 Security Personnel - The contractor's security personnel, at a minimum, must have two years of work experience, including military or self-employment, and a high school diploma or General Education Development (GED).

a. Unless otherwise approved by the state agency or part of the state agency approved job description, the contractor's assigned security personnel shall not be engaged in other assigned duties (clerical, meal preparation/services, maintenance, etc.) during the time assigned security responsibilities.

2.12.7 Authorized Personnel:

a. The contractor shall only employ 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 Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

b. 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.

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

d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

2.12.8 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

2.12.9 Replacement of Personnel - In recognition of the sensitivities of human behavior characteristic of correctional environments, upon the request of the state agency, the contractor shall replace any of the contractor's personnel who the state agency finds unacceptable. If the state agency is dissatisfied with any personnel provided by the contractor to perform under the contract, the contractor must resolve the personnel problem to the sole satisfaction of the state agency. If circumstances should exist which would prevent said resolution, the contractor shall supplement the position with appropriate part-time or overtime personnel until an approved full-time replacement can be employed. The contractor will be given a reasonable time frame by the state agency to find said replacement.

a. The state agency shall provide the contractor with a written explanation as to why the state agency finds the personnel to be unacceptable and a written explanation of any personnel problems. In addition, the state agency will provide the contractor with a written time frame for replacement of personnel. In such instances, the contractor must maintain the number of FTEs in the staffing plan included with the contractor's awarded proposal.

1) For the purposes of the contract, minimum staffing shall be defined as including the individual positions listed in the contractor's Employee Expense Charged to Contract Exhibit included in the contractor's awarded proposal. The contractor shall maintain minimum staffing levels throughout all periods of the contract.

2) For the purposes of the contract, a FTE (Full Time Equivalent) shall be defined as a contractor position working 2080 hours annually, with all salary, benefits, and compensation paid for by the contractor.

2.12.10 Within two (2) weeks of changes in the contractor's personnel, the contractor shall provide the state agency with an updated organizational chart including and annotating vacancies.

2.12.11 Written Personnel Policies - The contractor shall maintain, and operate in accordance with, written personnel policies that shall be available to all personnel and accessible to the personnel at their work sites.

a. The written personnel policies should contain standards for all personnel.

b. The written personnel policies should address issues such as hiring practices for diverse personnel, retention, recruitment, promotions, grievance procedures, staff development, training, performance appraisals, benefits, disciplinary procedures and terminations.

c. The contractor's written policies shall define ethical and professional relationships that shall be maintained between contractor's personnel and offenders. The contractor and the contractor's personnel shall comply with the state agency's guidelines, policy on sexual misconduct and harassment, and conduct of the personnel, incorporating such into the contractor's written policies and written procedures. The contractor further understands and agrees that investigations will be conducted by the state agency as deemed necessary. Copies of state agency policies and procedures

will be made available to the contractor upon issuance of the Notice of Award by the Division of Purchasing and Materials Management.

1) Contractor's personnel shall not display favoritism or preferential treatment for individual offenders or groups of offenders.

2) Contractor's personnel shall not engage in any personal or business relationship with any offender under the state agency's jurisdiction or with an offender that has been a program participant within the last two years, or the offender's family.

3) Contractor's personnel shall not use their official positions to secure or receive advantages, gifts, money, or favors from offenders, their families, or associates.

4) Contractor's personnel shall value the human worth and dignity of all offenders by respecting the individual, recognizing diversity and treating all offenders fairly.

5) Contractor's personnel shall not abuse offenders verbally or physically.

6) Contractor's personnel shall recognize the offender's right to privacy and adhere to confidentiality rules.

7) Contractor's personnel shall report any attempt to violate these guidelines immediately to the contractor's facility director who shall in turn report to the state agency.

2.12.12 The contractor shall maintain written job descriptions for all personnel. The job descriptions shall include job titles, minimum qualifications, responsibilities and duties, as well as titles of the immediate supervisor. The employees' job descriptions shall be located in the personnel file.

2.12.13 The contractor shall maintain a personnel file for each of the contractor's personnel. The personnel file shall be accessible to the state agency or its representatives for the purpose of verifying compliance with the contractual requirements. The file must include criminal record checks completed by the contractor, background investigations, resumes, transcripts, dates of employment, training records, performance appraisals, commendations, disciplinary actions and other related actions.

a. The contractor shall verify and provide documentation to the state that the original degree/diploma/certified transcript was reviewed by the contractor prior to hire.

b. The contractor shall provide a check list of all required documents at the front of each employee file.

2.12.14 The contractor shall notify the state agency in writing of any violations, investigations or accusations relating to personnel providing services and a plan of action how the issue will be addressed or resolved. The contractor shall make initial contact with the state agency immediately, or the next working day after becoming aware of the issue.

2.12.15 The contractor shall not bind any members of the contractor's personnel to an agreement which would inhibit, impede, prohibit, restrain, or in any manner restrict the members of the contractor's personnel in or from accepting employment with other providers similarly situated.

2.12.16 The contractor, its employees, and others acting under the contractor's control, shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, current, or hereafter adopted, regarding operations and activities in and about all state agency property and dealing with the offender population. Further, the contractor and the contractor's personnel shall assist the state agency in enforcing offender rules by reporting violations to the state agency or its designee. Furthermore, the contractor shall not obstruct the state agency nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe environment.

2.12.17 The contractor shall supervise its personnel. The unique nature of working with offenders, including safety and security issues, requires the state agency to carefully monitor the contractor's personnel. Any concerns the state agency has regarding a member of the contractor's personnel, their job performance, or the conditions of their employment shall be reported through the chain of command to the chief administrative officer/designee of the state agency in order that proper communications can occur with the contractor.

a. The contractor shall be responsible for the conditions of employment, work environment, and employee rights of the contractor's personnel. The contractor must provide a means, and orient the personnel to such means, of resolving complaints or problems regarding the personnel members' work at a state agency facility. Because of the unique nature of the work, close cooperation between the contractor's personnel and state agency will be required. However, the contractor must ensure that contractor's personnel work the correct hours, receive correct pay, have the tools they need to do their work, receive additional job training as needed, and have adequate supervision. Adequate supervision includes access to supervisory personnel for personnel problems including but not limited to complaints about working conditions, harassment, discrimination or any other matters. The contractor shall provide written communications to the state agency regarding any action requested of the state agency based on a complaint from a member of the contractor's personnel or any alleged allegations against the contractor's personnel.

2.12.18 The contractor shall not assign or designate any person to multiple contracts or positions without the advance written approval of the state agency.

2.12.19 The contractor shall understand and agree that no state agency employee shall be compensated by the contractor for services provided, related to performance of the contract, while concurrently employed by the state agency.

2.13 Training Curriculum:

2.13.1 Within thirty (30) calendar days from the date of hire and prior to providing services, the contractor shall provide in-service training to personnel assigned to the contract. The training shall include, but not necessarily be limited to safety and security of the residential facility, offender violations including absconders and no shows, offender management techniques, crisis intervention, de-escalation of volatile offender behavior, appropriate procedures and responses to offender incidents, training on cross–gender pat down and searches of transgender and intersex residents. Additional training in verbal judo, cognitive restructuring, reentry process, transitional team concepts, communicable diseases and interpersonal relationships shall be required on contractor's personnel as directed by the state agency.

a. The contractor shall not allow any personnel who are newly assigned to a position to perform job duties until training is completed, unless under direct and immediate supervision.

b. The contractor shall provide a training checklist, or comparable form, to verify all required training has been completed. The training check list shall be located in the employee personnel file.

2.13.2 Within thirty (30) calendar days after state agency authorization to proceed with services or within thirty (30) calendar days from the date of hire and prior to providing service, whichever is sooner, the contractor shall ensure that the contractor's personnel, who shall minimally include the program director/managers, case managers, and security personnel, shall participate in any required training provided by the state agency.

2.13.3 Within seven (7) calendar days of employment, the contractor's personnel shall be trained in the proper emergency procedures indicated in the Written Plans and Written Procedures herein and shall receive appropriate training for those procedures for which responsible. The contractor's personnel shall sign a form, which shall be witnessed and signed by the person's immediate supervisor, signifying understanding and training in these procedures.

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2.13.4 The contractor shall provide and/or participate in 16 hours of cross training annually on a calendar year basis (January – December). The contractor shall not require new employees to attend cross training until the employee has completed ninety (90) days of employment.

2.13.5 The contractor shall provide annual continuing education and training for personnel that shall address areas pertinent to the contract and offender management, behavior, or security.

2.13.6 The contractor and the contractor's personnel shall participate in any training provided by the state agency as deemed necessary to ensure successful compliance with the contract.

2.13.7 The contractor shall maintain documentation of participation in training for all personnel in the contractor personnel files.

2.13.8 The contractor shall understand and agree that all training shall be at the expense of the contractor.

2.14 Report Requirements:

2.14.1 The contractor shall notify the state agency of any violation that could lead to termination from the residential facility or that could result in the revocation or change in the level of supervision for the offender within one (1) working day of such violation.

a. The contractor shall report any unlawful behavior of any offender(s) or against any offender to the state agency and to local law enforcement officials immediately upon knowledge of such behavior.

b. While police contact may not result in a violation report, the contractor must immediately report any police contact with an offender to the state agency.

c. The contractor shall submit violation reports (Attachment #19) to the state agency within one (1) working day

2.14.2 The contractor shall notify the state agency of any incident involving the offender's physical or emotional well being. The contractor shall complete and submit incident reports (Attachment #19) to the state agency within one (1) working day of incidents at the residential facility.

2.14.3 The contractor may develop their own reports with the state agency's approval. However, the contractor shall minimally include information included within (Attachments #1- 22) in the required reports and shall revise the reports at the request of the state agency.

2.14.4 On a quarterly basis, the contractor must submit the Individual Personnel Percentage of Work Time Exhibit and Employee Expense Charged to the Contract Exhibit to the state agency with oversight meeting minutes, as described in the Meeting Requirements elsewhere herein.

2.14.5 The contractor shall submit any special reports at the request of the state agency.

2.14.6 The contractor shall participate and cooperate to its fullest extent in any research project or outcome study required by the state agency.

2.15 Meeting Requirements:

2.15.1 The contractor shall invite the state agency to all management meetings specific to the contract.

2.15.2 At least quarterly or as requested by the state agency, the contractor and the contractor's personnel shall participate in oversight meetings specific to contract compliance. The contractor shall forward copies of

the minutes to the following state agency designees: State Agency Coordinator and the Probation and Parole supervisor.

2.15.3 At the request of the state agency, the contractor's managers and associated administrative personnel shall attend periodic state agency staff meetings. These meetings may be held regionally or in Jefferson City, depending on the nature of the agenda. Expenses incurred by the contractor's personnel to attend such meetings shall be the responsibility of the contractor.

2.16 Contract Monitoring:

2.16.1 Audit and Evaluation Process - At any and all times, the contractor must provide the state agency and any state agency designees, including other state and federal representatives, access to the contractor, the contractor's facilities, any personnel providing services pursuant to the contract, or any other activities of the contractor pursuant to the contract for purposes of audit and evaluation of the services performed.

a. At a location designated by the state agency, the contractor shall produce all books, files and records relating to offenders, personnel and services regarding the contract for purposes of a state agency audit.

b. The contractor must provide access for audits of the operating systems, procedures, services, documentation, software packages, facilities and equipment used in support of the office functions for the contract.

1) The contractor shall provide read-and-copy access 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 office operations.

2) The contractor shall provide the personnel and resources necessary for the automated and/or manual sampling of office operation and case management information, or other data maintained by the contractor, including historical data and any necessary follow-up, that may be required to meet any performance or audit review requirements.

c. The contractor shall agree and understand that the evaluations and audits conducted by the state agency and/or designees may include, but are not limited to, the following:

1) Reviewing the contractor's office functions, organization, policies, procedures and practices, operating efficiency, residential facility and equipment access security, and back-up procedures.
2) Reviewing activity transactions.
3) Analyzing activities to determine the cause of errors.
4) Reviewing the contractor's compliance with contract terms, systems specifications, pertinent state and federal laws and regulations, state agency policies and procedures, administrative directives, and program documentation.

2.16.2 Deficiency Notice - The contractor shall understand and agree that if the state agency, through its audit and evaluation of contractual performance, determines that the services being performed by the contractor are unacceptable, the state agency shall provide written notice which states the deficiencies to the contractor's authorized representative. The state agency shall ensure that all deficiency notices contain recommended remedies as well as acceptable terms of reconciliation.

a. Evidence of deficiency shall exist and be recognized by the state agency as unacceptable performance involving the contractor's non-compliance with any rule, regulation, policy and procedure, standard, protocol, practice, or statute, that if continued would limit and/or offset to a significant degree a desired outcome prescribed herein.

b. The deficiency notice shall:

1) inform the contractor of the deficiency;
2) inform the contractor of the state agency's desired resolution/corrective action to be taken by the contractor;
3) require the contractor to resolve the situation to the state agency's satisfaction; and/or
4) require the contractor to provide a corrective action plan, as described below, for preventing the situation/incident from recurring.

c. Upon receipt of the deficiency notice, the contractor shall have ten (10) working days to either correct the described deficiency(ies), or demonstrate, in writing, good cause as to why the deficiency(ies) cannot be resolved within the ten-day period. In either instance, the contractor shall implement a corrective plan of action and direct a written response to the state agency within the ten-day period.

d. Failure of the contractor to respond in writing to the deficiency notice within ten (10) working days of receipt of the letter may result in the state agency withholding 50% of the next monthly payment to the contractor and each subsequent month until the state agency receives a written response.

e. Such provisions concerning the providing of deficiency notices shall be in addition to the provisions contained elsewhere herein concerning notice provided to the contractor regarding issues of contractual breach.

2.16.3 Corrective Action Plan - Within ten (10) working days after receipt of the state agency notice delineating the deficiencies, the contractor shall provide the state agency with a complete written corrective action plan.

a. The contractor's corrective action plan must:

1) List steps the contractor will take to correct the deficiencies;
2) Timelines for the corrections; and
3) Describe how progress will be measured.

b. Within ten (10) working days of receipt of the corrective action plan, the state agency will notify the contractor in writing if the corrective action plan is approved.

c. If the state agency informs the contractor that the corrective action plan is not approved, the contractor shall submit a revised corrective action plan to the state agency within ten (10) working days.

1) Within ten (10) calendar days of receipt of the revised corrective action plan, the state agency will notify the contractor in writing if the revised corrective action plan is approved.

2) Failure of the contractor to submit the revised corrective action plan within ten (10) working days shall be considered a breach of contract and subject to the available remedies including contract cancellation.

2.16.4 Contract Monitoring - The state agency reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the state agency determines the contractor to be at high-risk for non-compliance, the state agency shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but not limited to, those conditions specified below:

a. Requiring additional, more detailed financial reports or other documentation;
b. Additional contract monitoring;
c. Requiring the contractor to obtain technical or management assistance; and/or
d. Establishing additional prior approvals from the state agency.

2.17 Financial Audit Requirements - The contractor shall have an audit conducted annually by an independent Certified Public Accountant (CPA) of all financial records and related documentation incurred under the contract and related to the residential facility services provided by the contractor.

2.17.1 The state agency shall have the right to approve the contractor's selection of the CPA and the CPA's proposed plan-of-action for auditing the contractor. The contractor shall not utilize any CPA firm, which has had or currently has a personal interest in the outcome of the audit or has any relationship, which may demonstrate a conflict of interest. The contractor must submit the following information to the state agency prior to implementing the audit.

a. A list identifying any current and previous contract(s) of the CPA which pertain to residential facilities.

b. A written description of the plan-of-action which the CPA shall employ during the audit including, but not limited to, the following areas:

1) Review and reporting of all savings collected from offenders.

2) Review of billings to the state agency, other state agencies, and contractors.

2.17.2 The contractor and the subcontracted CPA firm must agree and ensure that access to all audit work papers shall be granted to personnel of the state agency and/or the Missouri State Auditor's Office.

2.17.3 The contractor shall agree and ensure that the state agency shall be given an opportunity to be present for all entry and exit audit conferences. Therefore, the contractor must provide sufficient notice to the state agency prior to such audit conference to permit scheduling. The audit shall become a part of the contractor's final evaluation report. In addition, all audit papers issued by the CPA shall be included as part of the contractor's final evaluation report.

2.17.4 After reviewing the audit papers of the CPA, if the State of Missouri determines services were not performed as contractually required, that there were gross misrepresentations of the cost and pricing data, or that unallowable costs were used by the contractor in the performance of the contract, the contract price(s) shall be reduced by an amount equal to any excess cost caused by such noncompliant acts of the contractor.

2.17.5 The state agency, the Office of the State Auditor, and/or appropriate federal agencies may examine (audit) all pertinent books, documents, papers, and records of contractor's residential facility to determine the propriety of the expenditures as defined by federal regulations, the contract, and state agency Policy and Procedure. The contractor shall make such available as requested.

a. The contractor shall retain all records relating to the contract for five (5) years or such time as prescribed by law after the close of the fiscal year in which the contract expires/terminates. Such records may be destroyed at the end of such five-year period if the state agency has been notified in writing of the completion of the state audit by such time. If the state agency has not be notified by the end of such five year period, such records shall be retained until the state agency is notified of the completion of the state audit. In all cases where the audit questions have arisen before the expiration of such five-year period, records shall be retained until resolution of all such questions.

b. The contractor shall provide financial reports as required on forms provided by the state agency.

c. The contractor shall retain records which relate to (1) appeals, (2) litigation of the settlement of claims arising out of performance of the contract, and (3) costs and expenses of the contract to which exception has been taken by the state agency or its duly authorized representative until such appeals, litigation, claims, or exceptions have been authorized.

2.18 Miscellaneous Requirements:

2.18.1 The contractor, where feasible and appropriate, shall use state-of-the-art office equipment to enable the most effective and efficient operation while maintaining strict adherence to the contract requirements.

2.18.2 If deemed necessary by the state agency, the state agency will provide the contractor with access to the state agency's database on a need to know basis. Access shall be limited to contractor personnel who have been approved access by the state agency.

2.18.3 The state agency shall furnish all legal and accounting services as may be necessary for the state agency to satisfy its contractual responsibilities. The state agency shall not assume, nor shall it be liable for, legal, or accounting services as may be necessary for the contractor to satisfy its contractual obligations. Without exception to the foregoing, the state agency is not obligated to provide legal or accounting services to the contractor in connection with any litigation or threatened litigation against the contractor arising out of the contractor's performance.

2.18.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.19 Financial Requirements:

2.19.1 Prior to any payments becoming due under the contract, the contractor must return a completed State of Missouri Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx.

a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).

b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:
https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx

2.19.2 The contractor understands that the State of Missouri is not obligated for any payments under the terms of the agreement unless funds have been officially encumbered in accordance with the provisions of Chapter 33, RSMo. The contract shall automatically terminate without penalty or termination costs if such funds are not appropriated or available. If funds are not appropriated or available for the contract, the contractor shall not prohibit or limit the state agency's right to pursue alternate contracts as may be necessary. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract. The availability of funding for the contract shall be determined solely by the state agency and such determination shall be final and without recourse by the contractor.

2.19.3 Invoicing – The contractor must submit monthly invoices which minimally contain the information included in Attachment #21 and #22, to the state agency Probation and Parole office for review by the 5th working day of the month following services in accordance with the applicable firm, fixed price per residential slot stated on the Pricing Page.

a. Invoices must indicate the number of residential slots as stated in the Notice of Award multiplied by the number of days in the billing month less the total number of slots served and the total number of slots over or under the number of authorized slots.

b. If a discount for prompt payment is specified on the Pricing Page, the contractor's invoice must identify the discount on the Pricing Page.

c. Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The state agency shall have no obligation to pay any invoice submitted after the due date.

d. The state agency reserves the right to audit invoices and to reject any invoice for good cause.

e. The state agency reserves the right to make invoice corrections and/or invoice changes with appropriate notification to the contractor when recognition of error, omission, or a practice uncommon to General Accepted Accounting Practices is evidenced.

2.19.4 Payments - The contractor shall be paid the firm fixed price per residential slot price for each residential slot stated in the Notice of Award, less liquidated damages, if any.

a. If the contractor exceeds the total number of residential slots stated in the Notice of Award in a given month, the contractor shall be paid for the overage, not to exceed 10% of the total authorized residential slots.

b. In the event the contractor consistently falls below the maximum authorized residential slot utilization in a quarter, the state reserves the right to review the authorized residential slot utilization and reduce the contracted authorized residential slots accordingly and payment to the contractor shall be reduced accordingly by the firm, fixed price per residential slot indicated on the Pricing Page. If it becomes necessary to reduce the number of contracted residential slots due to renovation/construction, payment to the contractor shall be reduced accordingly by the firm, fixed price per residential slot indicated on the Pricing Page.

c. The contractor shall not receive payment until after receipt of the services and the state agency is in receipt of the monthly invoice as well as all required monthly reports.

d. If the contractor proposes a discount for prompt payment as indicated on the Pricing Page and the state agency makes prompt payment, the total payment to the contractor shall be reduced by the percent of discount identified on the Pricing Page.

e. Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including payments for report time, taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, training, telephone charges, security clearance, etc.

f. If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with written notice of the reason(s) for denial.

g. Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under the contract.

h. If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency (1) with a check payable as instructed by the state agency in the amount of such overpayment at the address specified by the state agency or (2) deduct the overpayment from the monthly invoices as requested by the state agency.

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2.19.5 In any instance when an additional source of funding is available to the contractor, through public and/or private sources, that is intended to offset a portion of service cost, the total obligation due the contractor shall be reduced by the amount of the funding received. In such instances, the state agency shall notify the contractor by means of an amendment, notifying the contractor of such change.

2.19.6 Damages - The contractor shall agree and understand that providing an operational facility 24 hours per day 7 days per week is critical to the efficient operations of the state agency and that the amount of actual damages to the state agency if the contractor fails to provide an operational facility would be difficult to establish. Therefore, the contractor shall agree and understand that the amount identified below as damages shall be reasonable and fair under the circumstances.

a. For each 24 hour day after the length of time for program implementation as specified on the Pricing Page or the extension of time granted by the state agency, whichever is later, that the contractor's facility is not operational, the contractor shall pay damages in the amount equal to the total difference in cost for the total number of residential slots stated in the Notice of Award and the cost to obtain that number of residential slots from another provider. For example, if the contractor was awarded 10 residential slots at a firm, fixed price of $50.00 per residential slot and another provider prices the residential slot for $60.00 the contractor would be required to pay damages in the amount of $100.00 for each twenty-four (24) hour period in which the other provider provided the residential slots ($60.00 - $50.00 X 10 residential slots = $100.00).

b. The contractor shall also agree and understand that such damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.

c. The contractor shall understand that the damages described herein shall not be construed as a penalty.

d. The contractor shall agree and understand that all assessments of damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

2.19.7 The contractor shall agree and understand that funding is intended to support delivery of residential facility services and is not intended to support start up costs and research to achieve capacity to perform the services described herein. Additionally, the contractor shall agree and understand that funds shall not be used in any manner to replace or supplant funds of the contractor for any service included in the contract.

Paragraph and Subparagraphs Deleted by Amendment #1

2.19.8 Deleted

a. Deleted

b. Deleted

c. Deleted

d. Deleted

2.20 Other Contractual Requirements:

2.20.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

a. A notice of award issued by the State of Missouri 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 State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.

b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

c. 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 Division of Purchasing and Materials Management 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.

2.20.2 *Contract Period - The original contract period shall be as stated on the Notice of Award.* The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof.

2.20.3 Renewal Periods - In the event the Division of Purchasing and Materials Management exercises its option for renewal, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, except as stated herein in regard to pricing: All prices ***shall remain the same except as stated below***:

a. If additional funds are available for the renewal period, the Division of Purchasing and Materials Management shall provide the contractor with an opportunity to request an amount up to a specified maximum percentage increase through a contract amendment, subject to the maximum percentage increase stated on the Pricing Page, if any.

1) In no event shall the contractor be allowed price increases in excess of the maximum percentage increase for the applicable renewal period stated on the Pricing Page of the contract.
2) If maximum percentage increases are not stated on the Pricing Page, then the renewal prices shall remain the same as during the previous contract period.
3) If required by the Division of Purchasing and Materials Management, the contractor may be required to submit a price analysis or other justification for any price increase requested.

b. If additional funds are not available, the renewal prices shall remain the same as during the previous contract period.

c. If funds are reduced, the contractor will be advised of the applicable decrease for the renewal period or portion thereof. If such reductions are rejected by the contractor, the contract may be terminated and a new procurement process may be conducted.

2.20.4 Termination - The Division of Purchasing and Materials Management 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 to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing and Materials Management, become the property of the State of Missouri. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

a. If state and/or federal funds are not appropriated, continued, or available at a sufficient level to fund the contract, or in the event of a change in federal or state law relevant to the contract, the obligations of each party may, at the sole discretion of the State of Missouri, be terminated in whole or in part, effective immediately or as determined by the State of Missouri, upon written notice to the contractor from the State of Missouri.

2.20.5 Transition:

a. Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.

b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency. If requested by the state agency, the contractor shall provide and/or perform any or all of the following responsibilities:

1) The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.

2) The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.

3) The contractor shall not accept any new offenders in behalf of the state agency nor be paid for service to any new offenders by the state agency if service is implemented after the termination or cancellation date of the contract. In the event that services for an offender are referred or transferred to another organization, the contractor shall furnish all records, treatment plans, and recommendations, which are necessary to ensure continuity and consistency of care for the client.

4) If requested in writing via formal contract amendment, the contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed ninety *(90)* calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

- The contractor must obtain specific written approval from the state agency prior to providing continuing services to any offender after the termination or cancellation of the contract. The written approval must identify the specific offender and contain a date for the termination of service for the offender.

- The decision to allow an offender to receive continuing services shall be made by the state agency on a case-by-case basis at its sole discretion.

2.20.6 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor 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.

a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

b. The contractor 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.

c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above) or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.20.7 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor shall 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 loss, damage, and/or expense related to his/her performance under the contract. The insurance coverage shall include, but shall not necessarily be limited to, general liability, professional liability, etc. In addition, automobile liability coverage for the operation of any motor vehicle must be maintained *if the terms of the contract require any form of transportation services.* The limits of liability for all types of coverage shall not be less than $2,000,000 per occurrence. The general and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured.

a. The contractor shall provide written evidence of the insurance to the state agency prior to performance under the contract. Such evidence shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement for the non-professional liability insurance naming the State of Missouri as an additional insured, endorsement by representatives of the insurance company, etc. The contract number must be identified on the evidence of insurance coverage. Evidence of self-insurance coverage or of another alternate risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

b. In the event the insurance coverage is canceled, the state agency must be notified within thirty (30) calendar days.

2.20.8 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri 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 subcontract in those matters described in the contract between the State of Missouri and the contractor.

a. The contractor 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.

b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

d. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that

1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

2.20.9 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop, Service-Disabled Veteran Business Enterprise (SDVE), and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.

a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops, SDVEs, and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.

b. The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded proposal. The Division of Purchasing and Materials Management in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded proposal.

1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.

2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

d. No later than 30 days after the effective date of the first renewal period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing and Materials Management's website at http://content.oa.mo.gov/sites/default/files/bswaffidavit.doc or another affidavit providing the same information.

2.20.10 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, 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.

2.20.11 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

2.20.12 Property of State – The contractor shall agree and understand that all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri, which shall include all rights and interests for present and future use or sale as deemed appropriate by the state agency.

a. The State of Missouri understands and agrees that any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract, shall remain the property of the contractor; however, the contractor shall be responsible for ensuring such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.

b. The contractor shall further agree that no reports, documentation, or material prepared, including the program(s) developed as required by the contract, shall be used or marketed by the contractor or released to the public without the prior written consent of the state agency.

2.20.13 Confidentiality:

a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor'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 state agency.

b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

c. The contractor shall maintain strict confidentiality of all offender information or records supplied to it by the state agency or that the contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the state agency unless such disclosure is required by law.

1) The contractor assumes liability for all disclosures of confidential information and breaches by the contractor and/or the contractor's/provider's subcontractors and employees.

2) The contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated under HIPAA, including but not limited to the Federal Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164, the "Privacy Rule"), the Security Standards for the Protection of Electronic Protected Health Insurance (45 CFR part 164, subpart C, the "Security Rule"), and Breach Notification for Unsecured Protected Health Information (45 CFR Parts 160 and 164, the "Breach Notification Rule").

2.20.14 Conflict of Interest - In accordance with the sections 105.452 and 105.454 RSMo., no official or employee of the state agency or public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the services covered by the contract shall acquire any personal interest, directly or indirectly, in the contract or proposed contract.

a. In accordance with state and federal laws and regulations, state executive order or regulations and policies of the state agency, the contractor agrees that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services. The contractor agrees that no person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

b. It is agreed that no Missouri state employee shall help the contractor obtain the contract or participate in the performance of the contract if such involvement will constitute a conflict of interest. Before any state employee may be involved in the performance of the contract written approval shall be obtained from the director of the state agency.

c. A state employee shall not be compensated under the contract for duties performed in the course of his/her state employment. A state employee shall not use state facilities or materials for personal gain relating to the performance of the contract.

2.20.15 Contractor Equipment Use:

a. Title - Title to any equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment including, but not limited to, devices, wires, software, technical literature, etc. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.

b. Liability - The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.

2.20.16 For Hire License (Class E) - The contractor and the contractor's drivers who, in the provision of services under the contract: (1) receive pay for driving a motor vehicle transporting 14 or fewer passengers or (2) transport property for pay or as part of their job must have a For Hire License (Class E). The vehicle driven must have a 26,000 pounds or less Gross Vehicle Weight Rating (GVWR) or registered weight and not be required to be placarded for hazardous materials.

3. PROPOSAL SUBMISSION INFORMATION

3.1 Submission of Proposals:

3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEB SITE IS NOT AVAILABLE FOR THIS RFP.

3.1.2 Organization – The organization of the proposal is left to the discretion of the offeror; however the following order is recommended and preferred.

a. The proposal should be page numbered and should have an index and/or table of contents referencing the appropriate page number.

b. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.

c. Each of the following sections should be titled and all material related to that category should be included therein.

1) Pricing Information –
   - ✓ Pricing Page
   - ✓ Attestment that prices are fair, proper, and not tainted

2) Experience and Reliability –
   - ✓ Exhibit A, Offeror Information
   - ✓ Exhibit B, Current/Prior Experience

3) Expertise of Personnel –
   - ✓ Exhibit C, Expertise of Key Personnel
   - ✓ Exhibit D, Personnel Expertise Summary
   - ✓ Exhibit E, Descriptions/Qualifications of Positions

4) Method of Performance -
   - ✓ Exhibit F, Method of Performance
   - ✓ Exhibit G, Implementation Plan
   - ✓ Exhibit H, Individual Personnel Percentage of Work Time
   - ✓ Exhibit I, Employee Expense Charged to Contract

5) Minority Business Enterprise/Women Business Enterprise Participation/Preference for Organizations for the Blind Sheltered Workshops/Preference for Service-Disabled Veteran Enterprises (SDVEs) –
   - ✓ Exhibit J, Participation Commitment
   - ✓ Exhibit K, Documentation of Intent to Participate

6) Miscellaneous –
   - ✓ Exhibit L, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
   - ✓ Exhibit M, Miscellaneous Information
   - ✓ Business Compliance

d. Hard Copies –

1) The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such

information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

2) The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested, but not required, to print the proposal double sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted using printer or other loose leaf paper in a notebook or binder.

3) When submitting a proposal, the offeror should include four (4) additional copies along with their original proposal. The front cover of the original proposal should be labeled "original" and the front cover of all copies should be labeled "copy".

3.1.3 Electronic Copy - The offeror should provide two (2) copies of their entire proposal, including all attachments, in Microsoft compatible format on a CD(s) or flash drive. The offeror should ensure all copies and all media are identical to the offeror's hardcopy original proposal. In case of a discrepancy, the original hardcopy proposal document shall govern. The information should be arranged the same on the electronic media as presented in the hard copy.

3.1.4 Open Records - Pursuant to section 610.021, RSMo, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Division of Purchasing and Materials Management imaging system.

a. The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Awarded Bid & Contract Document Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.

b. In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.

3.1.5 Questions Regarding the RFP – Except as may be otherwise stated herein, the offeror and the offeror's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer.

a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9816.

b. Only those questions which necessitate a change to the RFP will be addressed via an amendment to the RFP. Written records of the questions and answers will not be maintained. Offerors are advised that any questions received less than ten calendar days prior to the RFP opening date may not be addressed.

c. The offeror may contact the Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.

3.2 Competitive Negotiation of Proposals - The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

3.2.1 Negotiations may be conducted in person, in writing, or by telephone.

3.2.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.

3.2.3 Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

3.2.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

3.3 Evaluation and Award Process:

3.3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below. The contracts shall be awarded to the lowest and best proposals.

Evaluation Criteria Scoring Category	**Maximum Points**
Cost	90
Offeror's Experience and Reliability	35
Expertise of Personnel	30
Method of Performance	35
MBE/WBE Participation	10
TOTAL	**200**

3.3.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Purchasing and Materials Management. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

3.3.3 The offeror is advised the evaluation is based on substance, not length, of the proposal.

3.3.4 The State of Missouri may conduct a tour of the offeror's residential facility(ies). All arrangements and scheduling shall be coordinated with the offeror by the Division of Purchasing and Materials Management. The information gathered from the tour of the offeror's residential facility may also be considered in the subjective evaluation.

3.3.5 The State of Missouri may require that a public information hearing be held prior to the award of a contract.

3.3.6 The offeror is advised that all information submitted shall be subject to review to identify potential or possible duplication of services, personnel, fees, and/or any costs related thereto.

3.3.7 Award of Contracts:

a. The State of Missouri shall award contracts to the lowest and best proposals as determined from the evaluation process described herein. However, because of the need for services throughout the State of Missouri and the limited funding available for services, the number of slots awarded shall be limited by funding allocations by region as specified in the subparagraphs below:

1) $ 858,000 - Maximum Allocation in St. Louis
2) $ 416,000 - Maximum Allocation in Columbia
3) $1,150,750 - Maximum Allocation in Kansas City

b. After completion of the evaluation of the proposals as specified herein, the proposals shall be ranked in lowest and best order. The top ranked proposal shall be awarded (1) the number of slots up to the maximum funding allocation for the region in which the offeror's residential facility is located or (2) up to the maximum number of slots specified by such offeror on the pricing page, whichever is reached first. If funding is still available, the second ranked offeror shall be awarded slots in the same manner and the process shall continue with the third, fourth, etc ranked offeror until the maximum funding allocations, as specified above, have been awarded in each region. Exceptions/variations to this process are described below:

1) Exception to Maximum Funding – The total allocation awarded for each region will be the closest to the maximum funding allocation per region for full slots without exceeding such allocation.

2) Exceptions to Rank:

- If the maximum funding for the region has already been awarded to a higher ranked offeror, then no additional awards shall be made in that region regardless of the rank of the offeror. Therefore, the awards shall resume with the next ranked offeror whose residential facility is located in another region, in the manner specified herein.

- If the next ranked offeror specified a minimum number of slots and if sufficient funding allocations are not available in the region to reach the minimum number of slots specified by the offeror, then because of the need to stay within the maximum funding allocation by region, the offeror will not be awarded any slots and awards shall continue with the next ranked offeror.

3.3.8 If the award process described above does not utilize all available funds, the State of Missouri shall have the right to utilize the excess funding in a manner deemed to be in the best interest of the State of Missouri, which may include but not necessarily be limited to: (1) saving the excess funding for overage, (2) using the excess funding in other programs of the state agency or rebidding for additional residential services, (3) awarding additional residential slots (and thereby exceeding the maximum regional funding allocation), starting with the top ranked offeror until the excess funding is gone or until the offeror's maximum number of slots specified by such offeror on the pricing page are awarded, whichever is reached first. This process may continue to next ranked offerors as excess funding remains available. The decision regarding any excess funds shall rest solely with the State of Missouri.

3.4 Evaluation of Cost:

3.4.1 Pricing – The offeror must provide pricing as required on the Pricing Page.

3.4.2 The objective evaluation of cost shall be based upon the firm, fixed price per residential slot per day for the original contract period and each potential renewal period.

a. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \text{Maximum Cost Evaluation points (90)} = \text{Assigned Cost Points}$$

3.4.3 By signing the front page of the proposal and any amendments, the offeror hereby attests that the prices quoted in the proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or other unlawful practice on the part of the offeror or any of its agency, representatives, owners, employees, or parties in interest.

3.5 Evaluation of Offeror's Experience and Reliability - Experience and reliability of the offeror's organization will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information concerning the offeror's organization and information documenting the offeror's experience in past performances, especially those performances related to the requirements of this RFP. If the offeror is proposing an entity other than the offeror to perform the required services, the offeror should also submit the information requested for such proposed subcontractor.

3.5.1 Offeror Information - The offeror should provide information about the offeror's organization on Exhibit A.

3.5.2 Experience - The offeror should provide information related to previous and current services/contracts of the offeror or offeror's proposed subcontractor where performance was similar to the required services of this RFP. The information may be shown on Exhibit B or in a similar manner.

a. As part of the evaluation process, the State of Missouri may contact the offeror's references, including references not listed or identified within the offeror's proposal but who have current or previous experiences with the offeror.

b. The offeror shall agree and understand that the State of Missouri is not obligated to contact the offeror's references.

3.6 Evaluation of Expertise of Proposed Personnel - The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

3.6.1 Personnel Expertise - The offeror should provide the information requested on Exhibit C for each key person proposed to provide the services required herein. If additional personnel resources are available, the offeror may provide information for such personnel by completing Exhibit D.

a. The information provided should be structured to emphasize relevant qualifications and experience of the personnel in completing contracts/performing services of a similar size and scope to the requirements of this RFP.
b. The information submitted should clearly identify previous experience of the person in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and whether the person is proposed for the same services for the State of Missouri.

3.6.2 Personnel Qualifications - The offeror should provide detailed descriptions on Exhibit E or another format of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person to fill the position.

3.7 Evaluation of Method of Performance - Proposals will be subjectively evaluated based on the offeror's plan for performing the requirements of the RFP. Therefore, the offeror should present information which demonstrates the method or manner in which the offeror proposes to satisfy these requirements and which confirms the offeror's ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

3.7.1 Description of Proposed Services - Exhibit F is provided for the offeror's use in providing information about the proposed method of performance. Unless a particular requirement isn't conducive to elaboration, each paragraph within the Contractual Requirements may be addressed by writing a description of how, when, by whom, with what, to what degree, why, and where the requirement will be satisfied and otherwise detailing the offeror's understanding of the requirements and ability and methodology to successfully perform. When responding to the appropriate provisions in the Contractual Requirements, the offeror should identify the paragraph or subparagraph number and then provide the additional elaboration describing the offeror's plans for performing or meeting the requirement.

3.7.2 Implementation or Readiness Plan - The offeror should complete Exhibit G, or any other format, to describe the proposed schedule for the implementation of the required services beginning from the effective date of the contract to the day services are fully operational. The offeror should present the information as calendar days following the effective date of the contract and not actual dates. In the event of overlapping or concurrent tasks, a timeline (PERT, bar, line, etc.) may be used. If the offeror is already providing the services, the offeror should provide a statement of readiness.

3.7.3 Individual Personnel Percentage of Work Time - The offeror should complete Exhibit H, or any other format, to describe the percentage of work time each key person will spend performing various duties. The percent of work time should be calculated utilizing the estimated number of man-hours per week for which the person is employed.

3.7.4 Employee Expense Charges to Contract - The offeror should submit Exhibit I, the Employee Expense Charges to Contract, as applicable to each quoted firm, fixed price per residential slot. No cost attributed to another contract (including those with the State of Missouri) shall be chargeable under a contract resulting from this RFP nor shall such costs be utilized in the determination of the offeror's firm fixed price(s). If the offeror proposes a "sliding scale", the offeror must copy, complete and submit Exhibit H for each range of residential slots proposed.

a. In the event of a discrepancy between the offeror's price breakdown and the Pricing Page, the Pricing Page shall govern.

b. All information contained in the offeror's Employee Expense Charges to Contract may be utilized in the subjective evaluation of any relevant evaluation criteria.

3.7.5 Prompt Payment Discount – The prompt payment discount may be utilized in the subjective evaluation of any relevant evaluation criteria.

3.8 Evaluation of Offeror's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:

3.8.1 In order for the Division of Purchasing and Materials Management (DPMM) to meet the provisions of Executive Order 05-30, the offeror should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.

a. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.

b. The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)

3.8.2 The offeror's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:

a. <u>If Participation Meets Target:</u> Offerors proposing MBE and WBE participation percentages that meet the State of Missouri's target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.

b. <u>If Participation Exceeds Target:</u> Offerors proposing MBE and WBE participation percentages that exceed the State of Missouri's target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri's target participation percentages stated above.

c. <u>If Participation Below Target:</u> Offerors proposing MBE and WBE participation percentages that are lower than the State of Missouri's target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.

d. <u>If No Participation:</u> Offerors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

3.8.3 MBE/WBE Participation evaluation points shall be assigned using the following formula:

$$\frac{\text{Offeror's Proposed MBE \% } \leq 10\% + \text{WBE \% } \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}} \times \begin{array}{c}\text{Maximum}\\ \text{MBE/WBE}\\ \text{Participation}\\ \text{Evaluation points}\\ (10)\end{array} = \begin{array}{c}\text{Assigned}\\ \text{MBE/WBE}\\ \text{Participation}\\ \text{points}\end{array}$$

3.8.4 If the offeror is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the offeror <u>must</u> provide the following information with the proposal.

a. Participation Commitment - If the offeror is proposing MBE/WBE participation, the offeror must complete Exhibit J, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must include the offeror in the appropriate table on the Participation Commitment Form.

b. Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit K, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance

date by each MBE and WBE proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO). If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror is not required to complete Exhibit K, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

3.8.5 Commitment – If the offeror's proposal is awarded, the percentage level of MBE/WBE participation committed to by the offeror on Exhibit J, Participation Commitment, shall be interpreted as a contractual requirement.

3.8.6 Definition -- Qualified MBE/WBE:

a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.

b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.

c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

3.8.7 Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity (OEO)
Harry S Truman Bldg., Room 630, P.O. Box 809, Jefferson City, MO 65102-0809
Phone: (877) 259-2963 or (573) 751-8130
Fax: (573) 522-8078
Web site: http://oeo.mo.gov

3.9 Miscellaneous Submittal Information:

3.9.1 Organizations for the Blind and Sheltered Workshop Preference - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

a. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:

1) The offeror must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of $5,000 or 2% of the total dollar value of the contract for purchases not exceeding $10 million.

2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

3) If the offeror is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the offeror must provide the following information with the proposal:

- Participation Commitment - The offeror must complete Exhibit J, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.

- Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit K, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

  NOTE: If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror is not required to complete Exhibit J, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

b. A list of Missouri sheltered workshops can be found at the following Internet address:
http://dese.mo.gov/special-education/sheltered-workshops/directories

c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:
http://www.lhbindustries.com
http://www.alphapointe.org

d. Commitment – If the offeror's proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the offeror on Exhibit J, Participation Commitment, shall be interpreted as a contractual requirement.

3.9.2 Service-Disabled Veteran Enterprises (SDVEs) Preference - Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing and Materials Management (DPMM) has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). A three (3) point bonus preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified SDVE.

a. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:

1) The offeror must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.

2) The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE are utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

3) In order to receive evaluation consideration for participation by an SDVE, the offeror must provide the following information with the proposal:

- Participation Commitment - The offeror must complete Exhibit J, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the offeror submitting the proposal is a qualified SDVE, the offeror must be listed in the appropriate table on the Participation Commitment Form.

- Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit K, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the SDVE or a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include the SDV Documents described below as evidence that the SDVE is qualified, as defined herein.

- Service-Disabled Veteran (SDV) Documents - If a participating organization is an SDVE, unless previously submitted within the past five (5) years to the DPMM, the offeror **must** provide the following Service-Disabled Veteran (SDV) documents:

  ✓a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and
  ✓a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

  NOTE:

  a) If the offeror submitting the proposal is a qualified SDVE, the offeror must include the SDV Documents as evidence that the offeror qualifies as an SDVE. However, the offeror is not required to complete Exhibit K, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

  b) If the SDVE and SDV are listed on the following Internet address, the offeror is not required to provide the SDV Documents listed above.
  http://content.oa.mo.gov/sites/default/files/sdvelisting.pdf

b. Commitment – If awarded a contract, the SDVE participation committed to by the offeror on Exhibit J, Participation Commitment, shall be interpreted as a contractual requirement.

c. Definition - Qualified SDVE:

1) SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;

2) SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;

3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;

4) SDVE has a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and

5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

3.9.3 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a "business entity" (http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of Exhibit L, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit L must be submitted prior to an award of a contract.

3.9.4 The offeror should complete and submit Exhibit M, Miscellaneous Information.

3.9.5 Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include, but not necessarily be limited to:

a. Registration of business name (if applicable)
b. Certificate of authority to transact business/certificate of good standing (if applicable)
c. Taxes (e.g., city/county/state/federal)
d. State and local certifications (e.g., professions/occupations/activities)
e. Licenses and permits (e.g., city/county license, sales permits)
f. Insurance (e.g., worker's compensation/unemployment compensation)

4. PRICING PAGE

4.1 **Residential Facility Services** - The offeror shall provide the following firm, fixed price per residential slot (one bed for twenty-four (24) hours each day of the contract period which shall be reserved for the exclusive use of the state agency and which is actually utilized by an offender) in the table below for providing residential facility services in accordance with the provisions and requirements of this RFP. (C/S Code: 95236)

Firm, Fixed Price Per Residential Slot: $_____

4.1.1 **Proposed Number of Slots** - The offeror must quote the minimum number of residential slots, which shall not be less than 10, and the maximum number of residential slots for which the firm, fixed price per residential slot is applicable. The offeror shall not submit multiple prices ("sliding scale") within a range of residential slots. A sliding scale shall not be accepted.

The prices quoted shall be applicable to a minimum of _____ *(must not quote less than 10)* residential slots through a maximum of _____residential slots.

4.1.2 **Price Breakdown** - The offeror must provide an itemized price breakdown, for analysis purposes, of the above quoted firm, fixed price per residential slot. The total of the components below must equal the firm, fixed price per residential slot stated above. In the event of a discrepancy, the above quoted firm, fixed price per residential slot shall govern. "Included in base" shall not be an acceptable entry.

Security	$
Drug Testing	$
Room and Board	$
Case Management Services	$
Administrative/Other	$
FIRM, FIXED PRICE PER RESIDENTIAL SLOT	$

4.2 **Renewal Option Pricing** - The offeror must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the above pricing for the renewal option years. If a percentage is not proposed (e.g. left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) proposed for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the original contract price, not against the previous year's price. A cumulative calculation shall not be utilized. The offeror shall not quote a maximum increase to exceed 5% for the first renewal period, 10% for the second renewal period, and 15% the third renewal period.

Potential Renewal Period	Maximum Increase		Minimum Decrease
First Renewal Period	Original Price + _____%	or	Original Price - _____%
Second Renewal Period	Original Price + _____%	or	Original Price - _____%
Third Renewal Period	Original Price + _____%	or	Original Price - _____%

~ Do not complete both a maximum increase and a minimum decrease for the same renewal period. ~

Offerors are cautioned that pricing shall remain the same for the renewal options unless the state agency is appropriated additional funds for this service in which case the prices shall be pursuant to the applicable renewal option clauses of this document.

PRICING PAGE (CONTINUED)

4.3 **Prompt Payment Discount** - The offeror should specify below (1) the percentage of discount applied to the total invoice if payment by the state agency is prompt and (2) the maximum number of calendar days invoice must be paid to be considered prompt.

_____% discount if invoice is paid within maximum of _____ calendar days.

4.4 **Length of Time for Program Implementation for Having an Operational Residential Facility:** The offeror shall indicate length of time required for program implementation, expressed as number of calendar days after notification of contract award, not to exceed 180 calendar days. In the event the offeror does not specify a number of calendar days, the state shall assume 180 calendar days.

_____ Calendar Days

EXHIBIT A

OFFEROR INFORMATION

The offeror should provide the following information about the offeror's organization:

a. Provide a brief company history, including the founding date and number of years in business as currently constituted.

b. Describe the nature of the offeror's business, type of services performed, etc. Identify the offeror's website address, if any.

c. Provide a list of and a short summary of information regarding the offeror's current contracts/clients.

d. List, identify, and provide reasons for each contract/client gained and lost in the past 2 years.

e. Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.

f. Provide a list summarizing any pending or final legal proceedings involving you or your company that took place in any court of law, administrative tribunal or alternative dispute resolution process that was filed, settled or gone to final judgment within the last three (3) years. The summary need not disclose confidential information of a disputed allegation of fact or law, but must contain the allegations made and/or contested or findings of the court of law, tribunal or dispute resolution process. Failure to provide a full and accurate summary of legal proceedings may result in rejection of the proposal or termination of any subsequent contract.

g. Document the offeror's financial solvency in a manner that is acceptable for public review. Audited financial statements for the last year will provide such documentation; however, the statements will become public information. If the offeror is a subsidiary, also provide the documentation for the parent company.

EXHIBIT B

CURRENT/PRIOR EXPERIENCE

The offeror should copy and complete this form documenting the offeror and subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name or Subcontractor Name: _____ (if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company/Client:	
Address of Reference Company/Client:	
Reference Contact Person Name, Phone #, and E-mail Address:	
Title/Name of Service/Contract	
Dates of Service/Contract:	
If service/contract has terminated, specify reason:	
Size of Service such as: ✓ Number of Individuals Being Served ✓ Total Annual Value/Volume	
Size of Service/Contract (in terms of offeror's total amount of business)	
Description of Services Performed, such as: ✓ Population Served ✓ Type of Services Performed ✓ Geographic Area Served ✓ Offeror's specific duties and strategic objective	
Personnel Assigned to Service/Contract (include position title):	
Attach sample of results/work, if applicable	

EXHIBIT C

EXPERTISE OF KEY PERSONNEL

(Copy and complete this table for each case manager proposed)

Title of Position: CASE MANAGER	
Name of Person:	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed. Include dates and documentation of completion:	
# of years experience in area of service proposed to provide:	
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and dates	
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	
✓ Counseling	
✓ Criminal Justice	
✓ Correctional Residential Facilities	

EXHIBIT C, continued

EXPERTISE OF KEY PERSONNEL, OTHER KEY PERSONNEL
(Copy and complete this table for each key person proposed)

Title of Position:_____	
Name of Person:	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed. Include dates and documentation of completion:	
# of years experience in area of service proposed to provide:	
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and dates	
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	
✓ Counseling	
✓ Criminal Justice	
✓ Correctional Residential Facilities	

EXHIBIT D

PERSONNEL EXPERTISE SUMMARY

(Complete this Exhibit for any additional personnel not included on previous Exhibit. Resumes may also be provided)

Personnel	Background and Expertise of Personnel and Planned Duties
1. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
2. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
3. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
4. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
5. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
6. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	

EXHIBIT E

DESCRIPTIONS/QUALIFICATIONS OF POSITIONS

Title:
General Description:
Reports to (job title):
Job Duties:
Education Requirements:
Experience Requirements:

EXHIBIT F

METHOD OF PERFORMANCE

The offeror should present a written plan for performing the requirements specified in this Request for Proposal. In presenting such information, the offeror should specifically address each of the following issues:

1. Identify the region (St. Louis, Columbia, or Kansas City) the residential facility is located in and total number of offenders proposing to serve.

2. For a residential facility(ies) that is proposed and/or not yet operational, submit maps, layouts, and handouts describing the site(s) and the adjoining neighborhood(s), and information on the bus service to the site, including schedules.

3. Provide floor plans for any operational or proposed residential facility.

   - Describe all of the offeror's proposed buildings and equipment to be utilized for services.
   - Identify how the residential facility will provide sleeping arrangements.

4. Provide the following documentation or letter(s) of justification. If such documents are not provided, provide justification for not including with the proposal.

   4.1 Letter of approval of safe operation from appropriate jurisdictional fire marshal for the current fiscal year.

   4.2 Local health department inspection for the current fiscal year if required by the local jurisdiction. If not required by the local jurisdiction, provide official documentation from the local government stating it is not required and why it is not required.

   4.3 Copy of the most recent (less than three years old) local building code inspection or license demonstrating compliance, if the license requires an inspection.

   4.4 "Verification of Approved Zoning," (Attachment #1) or an official document from the local jurisdiction documenting the residential facility is not located in an unincorporated are of the county or within a city where the zoning has been designated for single-family residency use or occupancy.

   4.5 Copy of the most recent financial audit.

   4.6. Submit proof of ADAAG compliance.

5. Identify all daycare facilities or schools within 1000 feet, all public parks with playground equipment and public swimming pools within 500 feet of the proposed residential facility.

6. Describe how the residential facility will provide a clean, safe, and healthy environment. In addition, describe the pest and rodent control inspection and fumigation plan. Provide a copy of the most recent inspection.

7. Describe the following within the residential facility:

   7.1 Sleeping arrangements
   7.2 Furniture, furnishings and equipment
   7.3 Toilets, washbasins, and showers/shower bays/baths
   7.4 Laundry equipment
   7.5 Recreation
   7.6 Visiting area

7.7 State agency office space

EXHIBIT F, continued

8. Describe the security policy, protocol and process.

9. Describe procedures for meeting potential emergencies and disasters such as fires, natural disasters, and emergencies relating to the offenders and personnel.

10. Provide a detailed description how room checks will be conducted within the residential facility to ensure the safety of offenders and the integrity of programming.

11. Identify the plan for accountability of offenders.

12. Provide a copy of the house rules/resident handbook.

13. Identify the process for resolving complaints and grievances relating to the residential facility.

14. Describe the following offender services:

    14.1 Interpretive Services/Special Requirements
    14.2 Orientation
    14.3 Personal property
    14.4 Linen and laundry services
    14.5 Food service and offender prepared meals. The offeror should specifically address the plan for meeting special dietary needs especially those related to medical needs, such as diabetes and taking psychotropic medicines during times other than meal time.
    14.6 Visitation
    14.7 Drug testing and breath analysis
    14.8 Sign-In and Sign-Out
    14.9 Free time/pass procedures
    14.10 Health care
    14.11 Case management. Identify the case manager to offender ratio.
    14.12 Job development and maintenance
    14.13 Savings

15. Identify the plan for transportation to meet the needs of the offenders. If the proposed residential facility is not within 1/4 mile of a bus stop or other form of public transportation, the offeror should identify the proposed type of transportation and the transportation schedule. The offeror should provide the hours of operation of the public transportation.

16. Describe plans for recruiting and retaining a diverse staff.

17. Submit a personnel plan for each residential facility. The personnel plan should list the various positions proposed and the number of personnel proposed for each of the positions. The offeror should also provide job descriptions, Exhibit E, for each of the proposed positions. The job descriptions shall be tailored for uniform usage throughout all residential facilities and shall reflect lines of authority and reporting levels consistent with the provisions stated in Exhibit H, Individual Personnel Percentage of Work Time. (For purposes of this document, a Full Time Equivalent Employee (FTE) is equal to 2080 annual on-site work hours.)

18. Describe personnel policies and procedures for the residential facility.

19. Organizational Chart - The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working

titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel.

EXHIBIT F, continued

- The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the offeror's organization.

Along with a detailed organizational chart, the offeror should describe the following:

- How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.

- Total Personnel Resources - The offeror should provide information that documents the depth of resources to ensure completion of all requirements on time and on target. If the offeror has other ongoing contracts that also require personnel resources, the offeror should document how sufficient resources will be provided to the State of Missouri.

20. Describe the training curriculum for security personnel and case managers.

21. Describe the method, protocol, and/or procedure for report delivery, and the provision of adequate time and attendance documentation.

22. Identify any specific reports to be utilized.

23. Plans for coordination between the offeror and the state agency on all program issues, from staffing and personnel issues to quality of care issues.

24. Describe all record keeping and billing methods including bookkeeping and auditing procedures and billing and fee collection systems.

25. Submit documentation or evidence of possessing multiple contracts which includes the contract number and whom the contract is with. If the personnel proposed are providing services for the existing contracts, identify by each individual the contract for which providing services and the percentage of personnel time, Exhibit H, for each contract for which assigned. Identify if and/or how the duplication of personnel will affect the performance of proposed services for the contract.

26. Describe the goals the offeror's program will work toward.

27. Describe outcomes and performance measure data.

28. Discuss the methods to assist the offender in reintegration into the community. Identify and provide evidence of partnerships with organizations that will aid the offender in an array of assessed problem areas, actively participating in the reentry process, and working with the state agency on performance measures. Provide evidence of any established partnerships.

    28.1 Discuss the methods to utilize external resources for offenders referred to the residential facility; including how linkage with those resources will meet offenders' needs in a timely manner, provide appropriate intervention, treatment and programming to correct problem areas, and provide continuity of care resources as it relates to the reentry process.

29. Identify provision of services by subcontract agencies, including the names and addresses of the agencies providing the services, as well as the specific types of services proposed.

30. Identify the types and levels of insurance that will be carried with special emphasis on professional liability insurance.

EXHIBIT F, continued

31. Economic Impact to Missouri - the offeror should describe the economic advantages that will be realized as a result of the offeror performing the required services. The offeror should respond to the following:

- Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
- Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
- Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

EXHIBIT G

IMPLEMENTATION PLAN

Implementation or Readiness Plan - The offeror should sequentially list and briefly describe the tasks or events proposed for the implementation of the required services. If no tasks or events are required, the offeror should provide a statement of readiness. For each task/event identified, the offeror should identify the number of days required to complete the task/event, the personnel proposed to perform the task/event, and the number of work hours for each person.

"Completion Day" should be specified as a certain number of days from date of contract award until completion of the specific task and should be expressed as calendar days, not specific dates.
"Assigned Personnel" should be identified by name rather than project title unless such personnel are yet to be hired.
"Workhours" should indicate that time each assigned person will spend on the specific task.

Task or Event	Completion Day	Assigned Personnel	Work-hours
Effective Date of Contract	1	N/A	N/A

EXHIBIT H

INDIVIDUAL PERSONNEL PERCENTAGE OF WORK TIME

Complete the following table showing the percentage of work time each key person will spend performing various duties. Calculate the percent of work utilizing the estimated number of man-hours per week for which the person is employed. Attach additional sheets as necessary.

NAME OF EMPLOYEE	JOB CLASSIFICTION	BASIC ASSIGNMENT	PERCENT OF WEEK TIME
1.		a. b. c. d. e.	a. b. c. d. e.
2.		a. b. c. d. e.	a. b. c. d. e.
3.		a. b. c. d. e.	a. b. c. d. e.
4.		a. b. c. d. e.	a. b. c. d. e.
5.		a. b. c. d. e.	a. b. c. d. e.
6.		a. b. c. d. e.	a. b. c. d. e.
7.		a. b. c. d. e.	a. b. c. d. e.
8.		a. b. c. d. e.	a. b. c. d. e.

EXHIBIT I

EMPLOYEE EXPENSE CHARGED TO CONTRACT

The information provided below is applicable to the firm, fixed daily slot price for a minimum of _____ slots through a maximum of _____ slots.

Complete the following table for every and each person and administrative person whose time will be chargeable to the contract, if awarded.

A. NAME OF PERSON OR JOB DESCRIPTION IF VACANT	B. TOTAL ANNUAL SALARY OF THAT POSITION	C. % OF TIME CHARGED TO THE CONTRACT	D. TOTAL DOLLAR CHARGED TO THE CONTRACT

EXHIBIT J
PARTICIPATION COMMITMENT

Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment – If the offeror is committing to participation by or if the offeror is a qualified MBE/WBE and/or organization for the blind/sheltered workshop and/or a qualified SDVE, the offeror must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the offeror's proposal.

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the offeror must either (1) enter the participation percentage under MBE or WBE, or must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

MBE Participation Commitment Table		
(The services performed or the products provided by the listed MBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Each Qualified Minority Business Enterprise (MBE) Proposed	**Committed Percentage of Participation for Each MBE** (% of the Actual Total Contract Value)	**Description of Products/Services to be Provided by Listed MBE** *The offeror should also include the paragraph number(s) from the RFP which requires the product/service the MBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.*
1.	%	Product/Service(s) proposed: RFP Paragraph References:
2.	%	Product/Service(s) proposed: RFP Paragraph References:
3.	%	Product/Service(s) proposed: RFP Paragraph References:
4.	%	Product/Service(s) proposed: RFP Paragraph References:
Total MBE Percentage:	%	

EXHIBIT J, continued

WBE Participation Commitment Table		
(The services performed or the products provided by the listed WBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Each Qualified Women Business Enterprise (WBE) proposed	**Committed Percentage of Participation for Each WBE** (% of the Actual Total Contract Value)	**Description of Products/Services to be Provided by Listed WBE** *The offeror should also include the paragraph number(s) from the RFP which requires the product/service the WBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.*
1.	%	Product/Service(s) proposed: RFP Paragraph References:
2.	%	Product/Service(s) proposed: RFP Paragraph References:
3.	%	Product/Service(s) proposed: RFP Paragraph References:
4.	%	Product/Service(s) proposed: RFP Paragraph References:
Total WBE Percentage:	**%**	

Organization for the Blind/Sheltered Workshop Commitment Table	
By completing this table, the offeror commits to the use of the organization at the greater of $5,000 or 2% of the actual total dollar value of contract.	
(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
Name of Organization for the Blind or Sheltered Workshop Proposed	**Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop** *The offeror should also include the paragraph number(s) from the RFP which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.*
1.	Product/Service(s) proposed: RFP Paragraph References:
2.	Product/Service(s) proposed: RFP Paragraph References:

EXHIBIT J, continued

SDVE Participation Commitment Table		
(The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed	**Committed Percentage of Participation for Each SDVE** (% of the Actual Total Contract Value)	**Description of Products/Services to be Provided by Listed SDVE** *The offeror should also include the paragraph number(s) from the RFP which requires the product/service the SDVE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.*
1.	%	Product/Service(s) proposed: RFP Paragraph References:
2.	%	Product/Service(s) proposed: RFP Paragraph References:
Total SDVE Percentage:	%	

EXHIBIT K

DOCUMENTATION OF INTENT TO PARTICIPATE

If the offeror is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the RFP, the offeror must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the offeror's proposal.

~ Copy This Form For Each Organization Proposed ~

Offeror Name: _____

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the offeror identified above.

Indicate appropriate business classification(s):

____ MBE ____ WBE ____ Organization for the Blind ____ Sheltered Workshop ____ SDVE

Name of Organization: _____
(Name of MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)

Contact Name: _____ Email: _____

Address (If SDVE, provide MO Address): _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

SDVE's Website Address: _____ Certification Expiration Date: _____ (or attach copy of certification)

Service-Disabled Veteran's (SDV) Name: _____ SDV's Signature: _____
(Please Print)

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

Describe the products/services you *(as the participating organization)* have agreed to provide:

_____
_____
_____
_____

Authorized Signature:

_____ _____

Authorized Signature of Participating Organization (MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)

Date (Dated no earlier than the RFP issuance date)

EXHIBIT K, continued

DOCUMENTATION OF INTENT TO PARTICIPATE

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)

If a participating organization is an SDVE, unless the Service-Disabled Veteran (SDV) documents were previously submitted within the past five (5) years to the Division of Purchasing and Materials Management (DPMM), the offeror **must** provide the following SDV documents:

- a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), AND
- a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

(NOTE: The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

The offeror should check the appropriate statement below and, if applicable, provide the requested information.

☐ No, I have not previously submitted the SDV documents specified above to the DPMM and therefore have enclosed the SDV documents.

☐ Yes, I previously submitted the SDV documents specified above within the past five (5) years to the DPMM.

Date SDV Documents were Submitted: _____

Previous **Proposal/Contract Number** for Which the SDV Documents were Submitted: _____
(if applicable and known)

(NOTE: If the proposed SDVE and SDV are listed on the DPMM SDVE database located at http://content.oa.mo.gov/sites/default/files/sdvelisting.pdf, then the SDV documents have been submitted to the DPMM within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the DPMM will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY	
SDV Documents - Verification Completed By:	
_____	_____
Buyer	Date

EXHIBIT L
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The offeror must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

☐ - I am a self-employed individual with no employees; **OR**

☐ - The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (RFP Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing and Materials Management with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)	*Authorized Representative's Signature*
Company Name (if applicable)	Date

EXHIBIT L, 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

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Authorized Business Entity Representative's Name (Please Print)	*Authorized Business Entity Representative's Signature*
Business Entity Name	Date
E-Mail Address	

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

☐- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@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 offeror's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed, at minimum, by the offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the offeror's name and company ID, then 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.

EXHIBIT L, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The offeror who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature	Printed Name
Title	Date
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this _____ (DAY) of _____ (MONTH, YEAR). I am commissioned as a notary public within the County of _____ (NAME OF COUNTY), State of _____ (NAME OF STATE), and my commission expires on _____ (DATE).

Signature of Notary	*Date*

EXHIBIT L, continued

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed by the offeror and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____ (if known)

Authorized Business Entity Representative's Name (Please Print)	*Authorized Business Entity Representative's Signature*
Business Entity Name	Date
E-Mail Address	E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer	Date

EXHIBIT M

MISCELLANEOUS INFORMATION

Outside United States

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror MUST disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the United States?	Yes ____	No ____
Describe and provide details:		

Employee/Conflict of Interest:

Offerors who are 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 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in offeror's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____%

ATTACHMENT 1

VERIFICATION OF APPROVED ZONING

Facility _____

Address _____

_____

City _____

County _____

Zoning Requirement of above-named facility _____

I hereby attest that, in accordance with RSMo Chapter 217.430, paragraph 2, subparagraph (6), the_____ located at _____, is not located in an unincorporated area of the county or within a city where the zoning has been designated for single-family residency use or occupancy without prior approval of the governing body of the county or city.

_____	_____	___/___/___
Authorized Signature Of Zoning Official	Title	Date

_____	_____	___/___/___
Authorized Signature Of Provider	Title	Date

STATE OF MISSOURI
DEPARTMENT OF CORRECTIONS
PREA ALLEGATION NOTIFICATION PENETRATION/ NON-PENETRATION EVENT CHECKLIST - RESIDENTIAL FACILITIES

RESIDENTIAL FACILITY	DATE AND TIME REPORTED
FIRST RESPONDER (Name and Title)	HOW WAS THE ALLEGATION REPORTED? (Victim, staff, other offender, IRR/Grievance, etc.)
ALLEGATION REPORTED BY:	

ALLEGED VICTIM:	DOC NUMBER:	DATE / TIME OF INCIDENT:
DATE OF BIRTH:	RACE:	PREA Score:
LOCATION OF INCIDENT:		

ALLEGED PERPETRATOR:	DOC NUMBER:	
DATE OF BIRTH:	RACE:	PREA Score:

EVENT:

PROGRAM DIRECTOR RESPONSIBILITIES:

PERSON TO BE NOTIFIED	PERSON NOTIFIED	DATE	TIME	PENETRATION EVENTS (92 hours or less)	PENETRATION EVENTS (or over 92 hours & NON PENETRATION EVENTS
CAO OF RESIDENTIAL FACILITY				Immediate	Immediate
LAW ENFORCEMENT (when applicable)				Immediate	Immediate when appropriate
EMERGENCY MEDICAL (only with penetration)				Immediate	Only with penetration events
MENTAL HEALTH PROVIDER				Immediate	Next business
CAO/DESIGNEE OF LIAISON DISTRICT OFFICE				Immediate	Next business
REGIONAL ADMINISTRATOR				Immediate	Next business
DEPARTMENT PREA COORDINATOR				Email	Email

FORENSIC EXAMINATION:

LOCATION OF EXAMINATION	
DATE AND TIME CLIENT LEFT FACILITY	DATE AND TIME VICTIM RETURNED FROM FORENSIC EXAMINATION
SIGNATURE OF SHIFT COMMANDER / SHIFT SUPERVISOR	DATE

STATE OF MISSOURI
DEPARTMENT OF CORRECTIONS
PREA ALLEGATION NOTIFICATION PENETRATION/ NON-PENETRATION
EVENT CHECKLIST - RESIDENTIAL FACILITIES - (CONTINUED)

VICTIM

1. Where did the incident or alleged incident occur?

☐ In the victim's room (if the victim and perpetrator share a room, count as the victim's room)

☐ In a dormitory or other multiple housing unit

☐ In a program service area (commissary, kitchen, storage, laundry, cafeteria, workshop)

☐ Outside the facility but on facility grounds

☐ Other - specify:

2. *What time did the incident or alleged incident occur? (select all that apply)*

☐ Morning (6 a.m. to noon)

☐ Afternoon (noon to 6 p.m.)

☐ Evening (6 p.m. to midnight)

☐ Overnight (midnight to 6 a.m.)

3. Number of victims or alleged victims involved in the incident? (If there were more than one victim please note additional victims' age, gender and race in the comment section)

4. Demographic information of victims or alleged victims: (If more than one victim please not additional demographic information in the comment section)

Age at the time of incident: Gender

Race / ethnic origin:

5. Did the victim or alleged victim sustain any physical injury during the incident? ☐ Yes ☐ No ☐ N/A

☐ Broken bones ☐ Internal injuries

☐ Anal or vaginal tearing ☐ Knocked unconscious

☐ Chipped or knocked out teeth ☐ Bruises, black eye, sprains, cuts, scratches, swelling, welts

☐ Other - specify:

6. If the victim or alleged victim received injuries, did the victim receive medical treatment for the injuries?

☐ Yes ☐ No ☐ N/A

7. Who reported the incident or alleged incident? (select all that apply)

☐ Victim ☐ Medical or Mental Health staff member

☐ Another offender (non-victim) ☐ Instructor or Teacher

☐ Family of victim ☐ Counselor

☐ Residential staff member ☐ Other - specify:

STATE OF MISSOURI
DEPARTMENT OF CORRECTIONS
PREA ALLEGATION NOTIFICATION PENETRATION/ NON-PENETRATION
EVENT CHECKLIST - RESIDENTIAL FACILITIES - (CONTINUED)

VICTIM (CONTINUED):

8. After the incident was reported, was the victim or alleged victim: (select all that apply)

- ☐ Given a medical examination
- ☐ Administered a rape kit
- ☐ Tested for HIV / AIDS
- ☐ Tested for other sexually transmitted diseases
- ☐ Provided with counseling or mental health treatment
- ☐ None of the above

9. Are medical records pertaining to this incident included with the file material attached in the master report folder?

☐ Yes ☐ No ☐ N/A

TYPE OF OFFENDER SEXUAL VIOLENCE:

- ☐ Offender on Offender
  - ☐ Non-consensual Sexual Acts
  - ☐ Abuse Sexual Contact
- ☐ Staff Member on Offender
  - ☐ Sexual Misconduct
  - ☐ Sexual Harassment

OFFENDER-ON-OFFENDER SEXUAL VIOLENCE:

1. How many perpetrators or alleged perpetrators were involved in the incident? (If there were more than one perpetrator, please note additional perpetrators' age, gender and race in the comment section) _____
2. What was the alleged perpetrator's gender? ☐ Female ☐ Male
3. Demographic information of perpetrator:

   Age at the time of incident: _____ Gender _____

   Race or ethnic origin: _____
4. What was the nature of the incident or alleged incident? (select all that apply)

   - ☐ Voluntary sexual contact between adults
   - ☐ Unwanted touching for sexual gratification
   - ☐ Pressure or coercion (without force) resulting in a non-consensual sexual act
   - ☐ Physical force (or the threat of force) resulting in a non-consensual sexual act
5. What type of pressure or physical force was used by the perpetrator or alleged perpetrator on the victim? (select all that apply)

   - ☐ Persuasion or talked into sexual activity
   - ☐ Bribery or blackmail
   - ☐ Gave victim drugs or alcohol
   - ☐ Offered protection from other offenders
   - ☐ Threatened with physical harm
   - ☐ Physically held victim down or restrained in some way
   - ☐ Physically harmed or injured victim
   - ☐ Threatened with a weapon
   - ☐ Other - specific: _____
   - ☐ None

STATE OF MISSOURI
DEPARTMENT OF CORRECTIONS
PREA ALLEGATION NOTIFICATION PENETRATION/ NON-PENETRATION
EVENT CHECKLIST - RESIDENTIAL FACILITIES - (CONTINUED)

STAFF MEMBER-ON-OFFENDER SEXUAL MISCONDUCT AND HARASSMENT:

1. What was the nature of the incident or alleged incident? (select all that apply)

- ☐ Physical force resulting in a non-consensual sexual act
- ☐ Pressure or abuse of power resulting in a non-consensual sexual act
- ☐ Indecent exposure, invasion of privacy, or voyeurism for sexual gratification
- ☐ Unwanted touching for sexual gratification
- ☐ Sexual harassment or repeated verbal statements of a sexual nature by staff member
- ☐ Sexual relationship between offender and staff member that appeared to be willing
- ☐ Level of coercion unknown
- ☐ Other - specify: _____

2. How many staff members were involved or alleged to have been involved in the incident? (if more than one staff member was involved in the incident note staff member demographics in the comment section)

_____

3. Demographic information of staff members involved or alleged to have been involved in the incident:

Age at the time of incident: _____ Gender: _____

Race / ethnic origin: _____

4. Which of the following describes the staff member that was involved or alleged to have been involved in the incident: (select all that apply)

- ☐ Full or part-time paid employee
- ☐ Contracted employee or vendor
- ☐ Volunteer or intern
- ☐ Other - specify: _____

5. What was the primary position description of the staff member involved or alleged to have been involved in the incident? (select all that apply)

- ☐ Administrator
- ☐ Supervision staff member
- ☐ Clerical including secretaries, clerks, receptionists, and other administrative support
- ☐ Maintenance and other facility support staff members, including grounds keepers, janitors, cooks, and drivers
- ☐ Education staff members, including instructors, teachers, librarians, and education assistants
- ☐ Other program staff members
- ☐ Other - specify: _____

STATE OF MISSOURI
DEPARTMENT OF CORRECTIONS
PREA ALLEGATION NOTIFICATION PENETRATION/ NON-PENETRATION
EVENT CHECKLIST - RESIDENTIAL FACILITIES - (CONTINUED)

COMMENTS:

INFORMATION:

Offender Sexual Abuse includes the following

1. Sexual abuse of an offender, detainee, or resident by another offender, detainee, or resident; and
2. Sexual abuse of an offender, detainee, or resident by a staff member, contractor, or volunteer.

Offender on Offender Sexual Abuse: Sexual abuse of an offender, detainee, or resident by another offender, detainee, or resident includes any of the following acts, if the victim does not consent, is coerced into such act by overt or implied threats of violence, or is unable to consent or refuse

1. Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
2. Contact between the mouth and the penis, vulva, or anus;
3. Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument; and
4. Any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or the buttocks of another person, excluding contact incidental to a physical altercation.

Staff Member on Offender Sexual Abuse: Sexual abuse of an offender, detainee, or resident by a staff member, contractor, or volunteer includes any of the following acts, with or without consent of the offender, detainee, or resident.

1. Contact between the penis and vulva or the penis and the anus, including penetration, however slight;
2. Contact between the mouth and the penis, vulva, or anus;
3. Contact between the mouth and any body part where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
4. Penetration of the anal or genital opening, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;

STATE OF MISSOURI
DEPARTMENT OF CORRECTIONS
PREA ALLEGATION NOTIFICATION PENETRATION/ NON-PENETRATION EVENT CHECKLIST - RESIDENTIAL FACILITIES - (CONTINUED)

INFORMATION (CONTINUED):

Staff Member on Offender Sexual Abuse (continued):

5. Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;

6. Any attempt, threat, or request by a staff member, contractor, or volunteer to engage in the activities described in paragraphs 1 through 5 of this definition;

7. Any display by a staff member, contractor, or volunteer of his or her uncovered genitalia, buttocks, or breast in the presence of an offender, detainee, or resident, and

8. Voyeurism by a staff member, contractor, or volunteer which is an invasion of privacy of an offender, detainee, or resident by staff for reasons unrelated to official duties, such as peering at an offender who is using a toilet in his or her cell to perform bodily functions; requiring an offender to expose his or her buttocks, genitals, or breasts; or taking images of all or part of an offender's naked body or of an offender performing bodily functions.

Offender Sexual Harassment:

1. Repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one offender, detainee, or resident directed toward another; and

2. Repeated verbal comments or gestures of a sexual nature to an offender, detainee, or resident by a staff member, contractor, or volunteer, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

***It is required to notify emergency medical personnel by phone for all allegations of sexual penetration defined as a sexual activity that involves the entry into the vagina, anus, and/or mouth, however slight, with a body part or an object. All other allegations of sexual abuse will be investigated and forwarded to the Chief Administrative Officer of the liaison district.**

ATTACHMENT 3
MONTHLY FIRE / TORNADO DRILL REPORT

Facility_____ Type of Test ___ Fire ___Tornado

Date of Test ____/____/____ Time of Test ____/____/____

Staff present and participating _____

All in-house residents participated ___yes ___no

If no, explain _____

_____

_____

Type of warning device utilized to call drill

Manual _____ Automatic _____ Bell _____ Verbal _____ Intercom/Speaker _____ Other _____

Emergency Lightening Operational _____yes _____no

Were all exit lights illuminated _____yes _____no

FIRE/TORNADO DRILL

1. Were fire extinguishers / smoke alarms served to confirm operational status ___yes ___no
2. Were fire routes posted ___yes ___no
3. Was roll taken at assembly point ___yes ___no
4. Total time for complete evacuation _____ minutes
5. Note any problems encountered or identified _____

_____

_____

ANNUAL EMERGENCY DRILL

Date of Test ____/____/____ Time of Test ____/____/____

Staff present and participating _____

Type of Annual Drill Conducted

_____	Attempted suicide	_____	Bomb threats
_____	Carbon monoxide poisoning	_____	Collection, control and testing of suspected illegal contraband
_____	Death	_____	Earthquakes
_____	Flooding	_____	Hazardous material/chemical spill
_____	Medical emergency	_____	Hostage situation and Riot disorder

Staff Signature_____ Reviewed By _____ Date ___/___/___

ATTACHMENT 4

Warrant Checklist

Before declaring a resident an "absconder" and contacting the Department Command Center in Jefferson City, the following places/institutions must be first searched or contacted. Please initial and indicated the time the following contacts were made.

Offender Name _____ **Date**_____ **Time** _____**am/pm**

Employee Initials	Time	Place/Institution
_____	_____	Visually witness offender depart facility without authorization. Sign In/Sign Out log checked.
_____	_____	Time of scheduled return:_____
_____	_____	Facility checked including outside grounds.
_____	_____	Call to report to front desk
_____	_____	Call to reported destination_____
_____	_____	Call to employer (during employer business hours)
_____	_____	Call to identified support system (family, significant others, etc.)
_____	_____	Check with county detention center.
_____	_____	Check with Local/municipal detention centers
_____	_____	Check with offender's emergency contact number (local only)
_____	_____	Emergency Room check (must check all in area)
_____	_____	Time determined an absconder_____
_____	_____	Warrant approval by _____
_____	_____	Call to Command Center (800-816-8199) Time_____

ATTACHMENT 5

OFFENDER COMPLAINT

If additional information is needed – attach to this form.

Offender Name_____ Number_____

Supervising officer_____ Date _____/_____/_____

OFFENDER COMPLAINT:

Offender Signature_____ Date ____/____/____

FACILITY PROGRAM DIRECTOR RESPONSE

Date Received ____/____/____ Date Reviewed ____/____/____

Director's Signature_____

I accept the decision made on ___/___/___ Offender Signature_____
(date)

I wish to appeal the decision made on ____/____/____ Offender Signature_____
(date)

STATE AGENCY REPRESENTATIVE RESPONSE

Date Received ____/____/____ Date Reviewed ____/___/___

Signature_____

I have received and reviewed the response of the Department on _____/_____/_____ (date)

Offender Signature _____

ATTACHMENT 6

Disposition and Release of Personal Property

Offender Name_____ **DOC Number** _____

(Release of Property)

In the event of my discharge from the transitional housing facility, I understand that every attempt will be made to release my personal property to the person listed below.

Further, I understand that if my contacts listed do not pick up my property within 30 calendar days it will be disposed of by the transitional facility.

Release to:

Name _____Relationship _____

Address _____

Telephone number _____Alternate Telephone Number _____

Alternate Contact for release

Name _____ Relationship _____

Address _____

Telephone Number _____Alternate Telephone Number _____

(Release of Money)

In the event that I abscond from my assigned transitional housing facility, I understand that all monies in excess of fees and court costs owed shall be considered forfeited.

All money in excess of fees and court costs owed shall be forwarded to the Missouri Department of Corrections.

Offender Signature _____ Date _____

Witness _____ Date _____

ATTACHMENT 7

Consent for Release of Confidential Information

Offender Name:_____ **Number:**_____

I, _____, a participant in _____ _____, hereby give consent for the release of all information relative to my program participation including but not limited to: progress; work place and performance; violations; attitude; behavior; dates of treatment; nature of discharge; social history; community involvement; drug, alcohol or other treatment; problems; breathalyzer testing; drug test result; medical care and treatment; mental health care and treatment; and any information that would affect my successful reintegration into the community), to the Missouri Department of Corrections, Division of Probation and Parole.

I understand this consent will expire one year from the signing date, unless I revoke my consent for release of information earlier.

Offender Signature_____ **Date**_____

Witness Signature_____ **Date**_____

Attachment 8

RESIDENTIAL FACILITY PROPERTY INVENTORY

Offender Name _____ Number_____ Entry Date ____/____/____

Inventory Changes Date(s)	Offender Initials	Staff Initials
____/____/____	_____	_____
____/____/____	_____	_____
____/____/____	_____	_____

I= Initial Item **A= Added Item** **R= Removed Item**

Amount	Item	Amount	Item

I verify that this is all of my personal property. I understand that I must update my inventory list if I add or remove any items from the transitional housing facility.

Offender Signature _____ Date ____/____/____

Witness _____

ATTACHMENT 9

INTAKE CONFIRMATION

Date of Arrival ____/____/____ Date Orientation Completed ___/____/____

I have read or have had read to me the rules under which I am expected to abide by while a resident of _____. I have been given the opportunity to ask any questions regarding these rules and understand the possible consequences if I fail to abide by these rules.

My initials and signature below verify that I understand the following:

1. The Emergency Procedures (tornado, fire, etc.) _____
2. Program Expectations _____
3. Complaint Procedures _____
4. Medical Procedures
   - Responsibility for expenses _____
   - Standards on medications _____
   - Medical Resources/Addresses _____
5. Savings _____
6. Pass/Free Time Procedures _____
7. Meals/Sack Lunch Procedures _____
8. Absconder Warrant Process _____
9. Censored Materials Rules _____
10. Participated in Facility Tour by staff person _____

I have been assigned _____ as a case manager and _____ as a Probation and Parole officer.

Resident's Signature_____ Date_____

Staff Member's Signature_____ Date_____

Attachment 10

DRUG TESTING LOG

__Random
__Targeted

Month_____ 20____

OFFENDER NAME	OFFENDER NUMBER	DATE SUBMITTED	DATE RETURNED	RESULTS

ATTACHMENT 11

RESIDENT'S NAME_____ I.D. #_____ _____ to _____

WORK/JOB SEARCH			DEPARTURE		EXPECTED RETURN			EXTENSION		ACTUAL RETURN				
DESTINATION	ADDRESS	PHONE	TIME OUT	DATE	EXPECTED RETURN TIME	DATE	STAFF INT.	REVISED EXPECTED RETURN TIME	STAFF INT.	ACTUAL RETURN TIME	DATE	BA	STAFF INIT.	RESIDENT'S SIGNATURE

PASS/FREE TIME			DEPARTURE		EXPECTED RETURN			EXTENSION		ACTUAL RETURN				
DESTINATION	ADDRESS	PHONE	TIME OUT	DATE	EXPECTED RETURN TIME	DATE	STAFF INT.	REVISED EXPECTED RETURN TIME	STAFF INT.	ACTUAL RETURN TIME	DATE	BA	STAFF INIT.	RESIDENT'S SIGNATURE

COMMENTS:

CASE MANAGER:_____ RESIDENT'S NAME_____ ROOM #:_____

PASS REQUEST

Offender Name_____ Number_____Date ___/___/___

I request approval for a pass during the following period. I will stay at the address listed and the person(s) with whom I am staying will know my whereabouts at all times. I will remain at my overnight pass destination specifically between the hours of 10 p.m. and 6 a.m. each and everyday unless special permission is granted to do otherwise. I understand that violation of these conditions may result in cancellation of the pass and disciplinary action. I also understand that I may be contacted at anytime while on pass to verify my presence at the location or to be requested to return to the facility.

PASS BEGINS AT _____:_____ a.m. / p.m. On (day)_____ (date) ___/___/___

PASS ENDS AT _____:_____ a.m. / p.m. On (day)_____ (date) ___/___/___

TOTAL PASS HOURS _____

5. DESTINATION

Name_____ Relationship_____

Address_____City_____ Telephone ( )_____

Currently Employed Yes___ No___ Hours weekly ____ Date of Last Paycheck ___/___/___

Resident's Signature_____

Pass Recommended by_____(Case Manager)

Approved by _____(Probation and parole officer)

(Liaison Signature Required if over 3 hours)

SIGN OUT: Resident's Signature_____

Date ____/____/____ Time _____:_____ a.m./p.m. Staff Signature_____

SIGN IN: Resident's Signature_____

Date ____/____/____ Time _____:_____ a.m./ p.m. Staff Signature_____

Contacts (Include date and time)_____

_____

_____

_____

Staff Signature_____

Offender Medication Log

Offender Name_____ **Case Manager**_____

Name of Medication	Dose	Date/Time	Amount Remaining	Offender Initials	Staff Initials	Comments

REDUCTION/WAIVER OF SAVINGS

OFFENDER NAME: _____ **DOC Number**_____

The above individual is allowed to reduce / waive savings for the pay period ending ___/___/___ as determined by department representatives:

___ Savings waived entirely

___ Offender is to pay savings but must retain $15.00 for employment purposes

___ Other _____

The justification for this determination is:

_____

_____

_____

Probation and parole officer signature _____ Date ____/____/____

CC: File
Residential File
Monthly Billing and Invoice

ATTACHMENT 15

REQUEST FOR SAVINGS WITHDRAWAL

Date:_____

Offender Name:_____

Employment:

Employed: _____yes _____no

Company Name_____

Amount in Savings:_____ **Amount Requested:**_____

Balance after withdrawal:_____

Reason for the request:_____
_____
_____

Offender Signature:_____

Approved: _____ **Denied:** _____

Reason for Denial: _____

Case Manager Signature:_____ **Date:** _____

Probation/Parole Officer Signature:_____

REQUEST TO OPERATE A MOTOR VEHICLE

Offenders May be granted authority to possess and drive a motor vehicle while at the transitional housing facility if advance written approval is provided by the state agency pursuant to criteria.

I hereby request permission to operate a motor vehicle for the following reasons:

_____

_____

_____

I understand that if permission is granted, it will be a privilege; and abuse of the privilege will result in the immediate termination of my driving privileges and could result in my return to the Missouri Department of Corrections.

Offender Signature_____Date____/____/____

Witness _____Date____/____/____

VEHICLE/ OPERATOR'S INFORMATION

Operator's License Number _____ Expiration Date ____/____/___

Insurance Company _____ Expiration Date ____/____/___

Owner of Vehicle _____ License Plate Number _____

Offender must provide proof of liability insurance with application. A copy of the insurance face sheet, driver's or chauffeur license (both sides) must accompany this report.

DEPARTMENT APPROVAL / DENIAL

Approved _____ Denied _____

Department of Corrections Representative Signature _____

Date _____/_____/_____

ATTACHMENT 17

AUTHORIZATON FOR RELEASE OF INFORMATION
(Employee)

TO WHOM IT MAY CONCERN:

I hereby authorize and request release to the State of Missouri, Department of Corrections, any and all records and information, including, but not limited to, originals or copies of any records, documents, reports, criminal history record.

I understand that the State of Missouri, Department of Corrections, may conduct and/or review a background investigation before rendering a decision regarding my eligibility to perform services for the State of Missouri, Department of Corrections, and that this authorization is a part of that investigation.

I voluntarily agree to cooperate in such investigation, and release from all liability or responsibility the State of Missouri, Department of Corrections, and all other persons, firms, corporations and institutions supplying the above requested information.

_____ _____
Applicant's Name (Please Print) Date

_____ _____
Applicant's Signature Birth date

_____
Applicant's Social Security Number

ATTACHMENT 18

STATE OF MISSOURI/DEPARTMENT OF CORRECTIONS

CONFIDENTIALITY OATH

I will not reveal the condition or affairs of any person, firm or institution in this State, or any facts pertaining to same that may come to my knowledge by virtue of my work, unless required or authorized by law to do so.

_____
Signature of Employee/Agent

_____
Witness

_____
Date

ATTACHMENT 19

__*Supplemental*

VIOLATION REPORT

_____ RF CENTER _____REPORTING PARTY

RESIDENT:_____ CASE MANAGER:_____ P.O._____

NUMBER: _____ STATUS: PAROLEE _____ CR_____ PROB_____ INTERSTATE ONLY _____

NATURE OF VIOLATION

ARREST: Arresting Authority: _____ Date: ___/___/___ Charge: _____
DRUG USE: Results: (+ / -) Substance:_____ Date Sample Taken: ___/___/___ Date Returned: ___/___/___

ALCOHOL USE: Breathalyzer Reading _____% *Date Tested:* ___/___/___ *Time:* _____:_____ *a.m. / p.m.*

AWOL:

Date Resident left facility: ___/___/___ Time: _____:_____ a.m. / p.m.

Status when resident left facility AWOL____ PASS____ EMPLOYMENT___ OTHER____

Scheduled Return: Date: ___/___/___ Time: _____:_____ a.m./ p.m.

Actual Return Time: Date: ___/___/___ Time: _____:_____ a.m. / p.m.

TOTAL TIME AWOL: Hours _____ Minutes _____

COMMENTS:

_____

_____

_____

(USE REVERSE SIDE IF ADDITIONAL SPACE IS NEEDED)

OTHER VIOLATIONS:

Nature of Violation _____

Date / Time of Occurrence ____/____/____; _____: _____ a.m./ p.m.

EXPLANATION

_____

_____

_____

_____

(USE REVERSE SIDE IF ADDITIONAL SPACE IS NEEDED)

VIOLATION INTERVIEW

(If necessary, submit supplemental report after interview is conducted)

Date of Interview: ____/____/____ Time of Interview: _____:_____ a.m. / p.m.

****RESIDENT MUST BE INFORMED HIS/HER RESPONSES MAY BE PROVIDED TO THE COURT/PAROLE BOARD**

RESIDENT'S RESPONSE

_____

_____

ACTION PLAN/CONSEQUENCES/RECOMMENDATION

_____

_____

Resident Signature _____ Witness _____

Submitted by _____ Date/ Time Submitted to P.O. ___/___/___ ____:____ a.m./p.m.

ATTACHMENT 20

INCIDENT REPORT

_____RF CENTER _____REPORTING PARTY

NATURE OF INCIDENT: _____

_____

_____

Resident (s) Involved/Affected _____

Time of Occurrence _____:_____ a.m. / p.m. Date _____/_____/_____

Staff were first aware of Incident Date ___/___/____ Time ___:___ a.m./p.m.

INJURED PARTIES: _____

Ambulance Summoned yes___ no__

Fire Department Summoned yes___ no__

Police Summoned yes___ no__ Police Report #_____

Nature/Status of Injury/Illness _____

Location of Injured parties at the time of report_____

CIRCUMSTANCES _____

_____

_____

_____

_____

(USE REVERSE SIDE IF ADDITIONAL SPACE IS NEEDED)

NAME OF WITNESS_____

SUMMARIZED STATEMENT _____

_____

_____

_____

_____

DOC VERBALLY NOTIFIED DATE _____/_____/_____ Time _____:_____ a.m. / p.m.

Name of Facility Staff person verbally notifying DOC _____

Name of DOC staff notified _____

SUBMITTED BY _____ DATE _____

ATTACHMENT 21

SAMPLE RESIDENTIAL INVOICE FORMAT

Submit To: Missouri Department of Corrections
Attn: _____
P.O. Box 236
Jefferson City, MO 65102

Provider: *(Provider Name, Address, Contact Person, & Telephone Number)*

Invoice Number:

Contract: *(Contract #)*

Service Period: *(Month, Year)*

PART I – TOTAL NUMBER OF AWARDED TRANSITIONAL HOUSING SLOTS FOR THE INVOICE PERIOD:

A. Number of Transitional Housing Slots Awarded	x	B. Number of Days in Month/Invoice Period	=	C. Total Number of Awarded Transitional Housing Slots for the Invoice Period
	x		=	

PART II – MAXIMUM SLOT OVERAGE ALLOWED:

A. Total Number of Awarded Transitional Housing Slots for the Invoice Period (Part I, C)	x	B. 10% (.10)	=	C. Maximum Slot Overage Allowed
	x	.10	=	

PART III – INVOICE TOTAL DOLLAR AMOUNT:

A. Total Number of Awarded Transitional Housing Slots for the Invoice Period (Part I, C)	+	B. Slot Overage (Must be less than or equal to the Maximum Slot Overage Allowed (Part II, C)	x	C. Firm, Fixed Unit Price Per Transitional Housing Slot as Stated on the Pricing Page of the Contract	=	**D. Invoice Total Dollar Amount**
	+		x		=	

Signature_____ Date_____

STATE OF MISSOURI

DEPARTMENT OF CORRECTIONS

PROVIDER SERVICES

Attachment 22

MONTH/YEAR	PAGE OF

NAME OF PROVIDER:	ADDRESS:
TYPE OF SERVICE PROVIDED:	MONTHLY CONTRACTED AMOUNT: $

A. OFFENDER NAME	B. DOC NUMBER	C. REFERRAL CODE	D. DATE ENTERED	E. ACTUAL RELEASE DATE	F. 15TH DAY OR DAY EMPLOYED	G. TOTAL NUMBER OF DAYS	H. NUMBER OF DAYS OFFENDER FEES ASSESSED (if applicable)	I. TOTAL OFFENDER FEES REMITTED (if applicable)

TOTAL MONTHLY UNITS CONTRACTED FOR: (ACTUAL DAYS IN THE MONTH X TOTAL SLOTS CONTRACTED)		CERTIFICATION SIGNATURE & DATE, FACILITY DIRECTOR
LESS: TOTAL NUMBER OF UNITS SERVED: (COLUMN G)		
TOTAL NUMBER OF UNITS OVER/UNDERUTILIZED		AGENCY CERTIFICATION SIGNATURE & DATE
CHECK TRANSMITTAL NUMBER (ATTACH CHECK)		

STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

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

a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
b. **Amendment** means a written, official modification to an RFP or to a contract.
c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors 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 Pricing Pages, Exhibits, Attachments, and Amendments thereto.
k. **May** means that a certain feature, component, or action is permissible, but not required.
l. **Must** means that a certain feature, component, or action is a mandatory condition.
m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
n. **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 operations of DPMM.
o. **Shall** has the same meaning as the word must.
p. **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 DPMM.
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 RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
f. The contractor shall only employ 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. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal opening date.
b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP 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 DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors 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. The RFP is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a registered offeror [illegible]

a. Offerors must examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
c. Unless otherwise specifically stated in the RFP, 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 offeror 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 proposal. In addition, the offeror 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. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
d. Proposals lacking any indication of intent to offer 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 RFP.
e. In the event that the offeror 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 RFP, such an offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The offeror should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by DPMM or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by DPMM. If DPMM 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 RFP.
f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
i. Any foreign offeror 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 proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
c. A proposal submitted electronically by a registered offeror may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
d. A proposal submitted electronically by a registered offeror may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM 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 DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the offeror. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the offeror.
f. When submitting a proposal electronically, the registered offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
g. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. All vendors may view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.
b. Proposals which are not received in the DPMM 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 proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. 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, mined, processed 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.
c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. 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 offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.

d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
f. The DPMM reserves the right to reject any and all proposals.
g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM 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 DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for all vendors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
n. Any proposal 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).
o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
c. A notice of award issued by the State of Missouri 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 State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
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 DPMM or by a modified purchase order 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.

10. INVOICING AND PAYMENT

a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
b. The statewide financial management system has been designed to capture certain receipt and payment information. 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. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
e. The State of Missouri 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 state's rejection and shall be returned at the contractor's expense.
f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

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.

12. INSPECTION AND ACCEPTANCE

a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency 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 State of Missouri 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 State of Missouri'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.

13. 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 DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (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 state's acceptance of or payment for said equipment, supplies, and/or services.

14. 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 proposal 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.

15. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri 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 State of Missouri 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 State of Missouri 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 State of Missouri.

16. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM 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 10 working days from notification, or at a minimum the contractor must provide DPMM within 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 DPMM will issue a notice of cancellation terminating the contract immediately. If it is determined the DPMM improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
c. If the DPMM cancels the contract for breach, the DPMM 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 DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the offeror/contractor.

18. 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 DPMM immediately.
b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, 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.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
b. The identification of a person designated to handle affirmative action;
c. 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;
d. The exclusion of discrimination from all collective bargaining agreements; and
e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM 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.

21. AMERICANS WITH DISABILITIES ACT

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).

22. FILING AND PAYMENT OF TAXES

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 offeror's failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal from consideration for award.

23. TITLES

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 12-27-12

HEARTLAND CENTER FOR BEHAVIORAL CHANGE

RESIDENTIAL FACILITY SERVICES

RFP NO. B3Z14319
FROM AWARD DATE THRU JUNE 20, 2016

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PRICING INFORMATION

4. PRICING PAGE

4.1 **Residential Facility Services** - The offeror shall provide the following firm, fixed price per residential slot (one bed for twenty-four (24) hours each day of the contract period which shall be reserved for the exclusive use of the state agency and which is actually utilized by an offender) in the table below for providing residential facility services in accordance with the provisions and requirements of this RFP. (C/S Code: 95236)

Firm, Fixed Price Per Residential Slot: $_63.05_

4.1.1 **Proposed Number of Slots** - The offeror must quote the minimum number of residential slots, which shall not be less than 10, and the maximum number of residential slots for which the firm, fixed price per residential slot is applicable. The offeror shall not submit multiple prices ("sliding scale") within a range of residential slots. A sliding scale shall not be accepted.

The prices quoted shall be applicable to a minimum of 50 residential slots through a maximum of 56 residential slots.

4.1.2 **Price Breakdown** - The offeror must provide an itemized price breakdown, for analysis purposes, of the above quoted firm, fixed price per residential slot. The total of the components below must equal the firm, fixed price per residential slot stated above. In the event of a discrepancy, the above quoted firm, fixed price per residential slot shall govern. "Included in base" shall not be an acceptable entry.

Security	$16.07
Drug Testing	$.15
Room and Board	$32.51
Case Management Services	$3.34
Administrative/Other	$10.98
FIRM, FIXED PRICE PER RESIDENTIAL SLOT	$63.05

4.2 **Renewal Option Pricing** - The offeror must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the above pricing for the renewal option years. If a percentage is not proposed (e.g. left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) proposed for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the original contract price, not against the previous year's price. A cumulative calculation shall not be utilized. The offeror shall not quote a maximum increase to exceed 5% for the first renewal period, 10% for the second renewal period, and 15% the third renewal period.

Potential Renewal Period	Maximum Increase		Minimum Decrease
First Renewal Period	Original Price + ___3_%	or	Original Price - ____%
Second Renewal Period	Original Price + ___6 %	or	Original Price - ____%
Third Renewal Period	Original Price + ___9 %	or	Original Price - ____%

~ Do not complete both a maximum increase and a minimum decrease for the same renewal period. ~

Offerors are cautioned that pricing shall remain the same for the renewal options unless the state agency is appropriated additional funds for this service in which case the prices shall be pursuant to the applicable renewal option clauses of this document.

PRICING PAGE (CONTINUED)

4.3 **Prompt Payment Discount** - The offeror should specify below (1) the percentage of discount applied to the total invoice if payment by the state agency is prompt and (2) the maximum number of calendar days invoice must be paid to be considered prompt.

_____0_____% discount if invoice is paid within maximum of _____0_____ calendar days.

4.4 **Length of Time for Program Implementation for Having an Operational Residential Facility:** The offeror shall indicate length of time required for program implementation, expressed as number of calendar days after notification of contract award, not to exceed 180 calendar days. In the event the offeror does not specify a number of calendar days, the state shall assume 180 calendar days.

_____0_____ Calendar Days

HEARTLAND CENTER for behavioral change
REBUILDING LIVES SINCE 1982

ATTESTMENT

I attest that the pricing is fair, proper, and not tainted.

Myrna Trickey,

President/CEO
Heartland Center for Behavioral Change

EXPERIENCE AND RELIABILITY

OFFEROR INFORMATION

A. History of Organization

The Heartland Center for Behavioral Change (HCBC), is a 501C-3 not for profit, community based agency that was established in 1982 to provide a place of refuge, stability, healing, and hope to substance abusers and offenders. Our mission has remained unchanged since our beginning over thirty (30) years ago: To serve the community by helping offenders and the chemically dependent to realize their potential and rediscover their worth to themselves, their family, and their community. *At HCBC we help people rebuild their lives.*

Our first contract with the Missouri Department of Corrections was in 1983, to provide halfway house services to offenders. A new contract was added a few years later when we collaborated with the Department to provide services to offenders who were struggling in the community and were "halfway back" into the prison system. This "Recycling Center" program diverted offenders from prison by offering them an opportunity to succeed under close supervision in the community. Our residential services have continued and now include services to the Federal Bureau of Prisons. Today, our residential services to the Missouri Department of Corrections provides supervision to 53 state offenders at our 1514 Campbell, Kansas City location; as well as 120 Federal offenders served in our BOP residential program.

Our work since our early beginnings has always been about serving as a community leader in Corrections and providing the highest quality services to offenders. In this regard, we have worked closely with our correctional partners to develop and provide innovative services to offenders. We are distinguished in providing the first privately operated in-prison therapeutic community treatment program for the Department of Corrections in the State of Florida. In Missouri, we worked with the Missouri Department of Corrections to develop and implement Missouri's first in-prison therapeutic community at the Ozark Correctional Center. HCBC also worked with the Missouri Division of Alcohol and Drug Abuse in the development of Alt Care Services for female offenders in Kansas City.

Today, we provide residential and outpatient services to offenders under a variety of contracts with criminal justice agencies. Our programs are located in the greater Kansas City metropolitan area as well as in treatment centers and prisons throughout the State of Missouri. HCBC offers over forty (40) programs and services that are located in Kansas City, Richmond, Liberty, Springfield, Branson, Cassville, Buffalo, Aurora, Bolivar, Reeds Spring, and Seymour.

B. Nature of Business

The Heartland Center for Behavioral Change specializes in treating criminal justice offenders. Our wide range of experience has included work with serious felons in maximum security prisons, offenders just entering prison, offenders nearing release, male offenders, female offenders, sex offenders, violent offenders and property offenders. We have worked with youthful, first time offenders on pre-trial status, offer Shoplifting and Domestic Violence classes, and provide probation supervision for municipal and associate circuit courts. Currently, our services reach and help many offenders. Information about our services can be accessed at our website: www.heartlandcbc.org

Our goal in working with offenders is to help each to lead a responsible, crime-free life. HCBC believes that leading a successful and productive life is within the reach of all persons, regardless of life circumstance. We know and understand that offenders face many difficulties in becoming successful members of our community. Individuals involved in the criminal justice system often have many problems that perpetuate or precipitate the criminal behavior. Often when offenders reach our doors, their life is in complete disarray. Many have little education and training, poor employment skills, and few economic resources and supports. A disproportionate number suffer with substance abuse problems or mental health issues. Family support may be absent, or family relationships are frayed and fragile. Even under such daunting circumstances and barriers, we know and believe that a new life is possible for offenders with appropriate levels of assistance and intervention.

HCBC's treatment services reach offenders suffering from substance abuse problems throughout the State of Missouri. We are the provider of substance abuse treatment for the Jackson County Court, the Greene County Court, and the Independence Municipal Court. HCBC is the Missouri Division of Alcohol and Drug Abuse provider of substance abuse treatment for offenders served in the greater Kansas City Metropolitan area as well as, the Southwest Missouri Region. We also are a major provider of substance abuse treatment in Missouri prisons. We operate treatment programs at the Chillicothe Correctional Center, Farmington Correctional Center, and the Eastern Reception and Diagnostic Correctional Center.

C. Current Contracts/Clients for Similar Services

HCBC is the current provider of transitional residential services for the Missouri Department of Corrections in the Kansas City area. We have served in this capacity since 1983. Our organization has over thirty (30) years of experience as a provider of residential services and includes contracts with: Missouri Department of Corrections, Federal Bureau of Prisons, and U.S. District Court. We also provide substance abuse and

related treatment services to offenders through contracts with: Office of the State Courts Administrator (OSCA), Jackson County, Greene County, City of Independence, COMBAT, Clay, Platte, and Ray Mental Health Board of Trustees. In total, our contracts exceed $12 million annually with services provided by a staff complement of more than two hundred (200).

The following section briefly describes our current contracts for similar services and to offenders.

CORRECTIONAL TRANSITIONS UNIT (CTU), KANSAS CITY, MISSOURI: Currently, HCBC has provides residential facility services at our 53 bed CTU (located at 1514 Campbell in Kansas City, Missouri) through contracts with the Missouri Department of Corrections. The program is 30-90 days, dependent on satisfactory adjustment, and provides a variety of wrap around services to offenders returning to the Kansas City area from prison. All residents are required to secure employment and participate in programming to address problems identified in the Transitional Accountability Plan (TAP). Case managers support this by assisting in treatment planning, making referrals, assisting in job development, and facilitating connections to other services when needed.

FEDERAL RESIDENTIAL REENTRY CENTER, KANSAS CITY, MISSOURI: HCBC has served as the provider of services for federal offenders referred by the Bureau of Prisons and the U.S. Probation Office since 2007. This is a 120 bed halfway house contract for federal offenders. This contract is directed at assisting with re-entry issues and includes intensive case management, counseling and re-entry services. Within forty-eight hours of admission, each offender assigned to this facility receives a comprehensive assessment addressing all life areas. A Re-Entry Plan is then completed. Progress reviews are conducted, at minimum, every two weeks. This program employs a full time employment specialist and clients are expected to be employed within 15 days of arrival. Case managers assist offenders in locating appropriate housing, in addition to working in accordance with an individual program plan to maximize the client's adjustment and functioning within the community and reintegration into society from the correctional setting.

KANSAS CITY COMMUNITY RELEASE CENTER (KCCRC): HCBC has provided outpatient substance abuse services to offenders residing at the Kansas City Community Release Center since 2002. We offer treatment that includes group education, group counseling, and individual sessions over approximately ten weeks. Programming includes cognitive-behavioral curriculum.

DOC OUTPATIENT PROGRAMS: HCBC has served as the Division of Alcohol and Drug Abuse certified provider of substance abuse services to

offenders referred by the Missouri Department of Corrections since 2006. These services are now CSTAR services and are provided in the following counties: Jackson, Clay, Ray, Greene, Dallas, Polk, Webster, Taney, Christian, Barry, Lawrence and Stone. Jackson and Clay counties provide Levels I through IV and the remaining counties provide Levels II and III, 3-10 hours a week.

FREE AND CLEAN: HCBC provides on-going substance abuse treatment services, up to one year, for male offenders released from Department of Corrections' Institutional Treatment Programs. Free and Clean is a three phased program that includes assessment, placement in appropriate intensity of treatment, and case management. Counselors and case managers work collaboratively with probation officers as a treatment team. The program is funded by the Missouri Division of Alcohol and Drug Abuse. HCBC has provided this service since 2008.

JACKSON COUNTY FELONY DRUG COURT: HCBC has been the outpatient treatment provider for the Felony Drug Court since 2005. By employing the same veteran and qualified management team that previously provided these services, our combined experience in drug court planning and treatment is almost fifteen (15) years. Jackson County's Drug Court was one of the first in the nation. This court served as a training court for new programs and has received national and international recognition.

HCBC offers drug court services to over 300 clients on any given day in both metropolitan Kansas City and in eastern Jackson County at sites in downtown Kansas City and Independence, Missouri. The program is usually completed in twelve (12) to eighteen (18) months and is primarily funded through the county's Community Backed Anti-Drug Tax know as COMBAT. Over 5,000 Drug Court clients have been served since its beginning.

JACKSON COUNTY MISDEMEANOR DRUG COURT: In February 2008, the drug court added a track to divert misdemeanor defendants with substance related charges from the criminal justice system. This program serves about 100 clients per year and is six (6) months in length. Services for this court are funded by the Division of Alcohol and Drug Abuse (ADA), Access to Recovery III grant (ATR). With this funding case management and wrap-around services are provided, in addition to treatment.

JACKSON COUNTY CHILD SUPPORT COURT: HCBC began offering services to the Fathering Child Support in 2008. This treatment court is an alternative to a jail sentence for individuals behind on child support. In collaboration with the Jackson County Prosecuting Attorney and the 16th Judicial Circuit Court, HCBC completes assessments for individuals entering the Child Support Court Diversion program and identifies treatment and case

management needs. If the client needs substance abuse treatment, he or she is enrolled in a six (6) month phased program similar in design to the misdemeanor drug court model. This program is also funded by the ADA ATR III grant.

GREENE COUNTY DRUG COURT: The Greene County Drug Court is a post *conviction program for adults convicted of a felony that began in 2006.* This court also has a track for individuals released from prison. Treatment occurs in two levels and lasts a minimum of eighteen (18) months, with decreasing requirements. Specialized groups have been developed for anger management and relapse.

GREENE COUNTY FAMILY COURT: The Greene County Family Court participants are referred for treatment when substance abuse is an issue in determining custodial rights. Participants, primarily male, attend substance treatment groups along with the adult drug court participants; however, this program also includes a curriculum called "Quenching the Father Thirst", conducted by a trained facilitator.

GREENE COUNTY DWI COURT: Recently, Greene County started a DWI Court using HCBC as the service provider for that program. This program is for repeat and persistent DUI offenders. These individuals must complete the required SATOP assessment and participation in the DUI Court program satisfies the legal requirement for treatment. Through individual and group counseling, supported by court appearances, HCBC assists clients to gain awareness of the dangers of drinking and driving, to assess their own level of abuse, and to begin the road to recovery.

COURT SERVICES, INDEPENDENCE, MISSOURI: HCBC provides a variety of treatment services for municipal courts in the metropolitan area. Participation in the programming is mandated by a municipal judge as a sanction following a plea of guilty to a city ordinance or misdemeanor charge. The defendant is required to complete the designated program within a certain time period and to pay for the service. The services offered include:

- *Substance Abuse Traffic Offender Programs* (SATOP): A comprehensive risk reduction program for all DWI and other offenders involved in substance use and driving violations.

- *Electronic Monitoring*: This is home detention which is monitored by a computer based program (Strategic Monitoring).

- *Driver Improvement:* HCBC is state certified to provide a program for individuals who have arrests for various traffic violations which can result in reduction of points on drivers' records.

- *Supervised Probation:* Supervision is provided by individuals experienced in working with offenders and includes behavior monitoring, referral for services, and reporting to and appearing in court.

- *Drug Awareness:* An eight hour class for offenders who have been arrested for the possession of illegal substances and/or paraphernalia.

- *Urinalysis/Drug Free Program:* Random urine specimen testing. HCBC personnel will contact individuals referred by the courts, or other agencies, on a random basis to report for supervised urine collection. The specimen is sent to a nationally certified laboratory for testing, and the results are reported to the court or referring agency.

- *Shoplifting:* A four hour class provided to individuals with arrests for theft, with a goal of deterring such activity in the future

- *Domestic Violence/Anger Control:* A twelve week program is provided to offenders whose arrest was precipitated by an act of violence toward a significant other, family member, friend, neighbor or stranger. We also offer a twenty-six week program for individuals in need of more intensive services.

- *Substance Abuse Services:* A six month intensive outpatient treatment program that requires the client to attend group counseling twice a week for the first four months, then once a week for the remaining two months. This program also includes individual counseling sessions. In addition, a separate ten week relapse prevention program is offered to assist clients in remaining drug free.

- *Individual Counseling:* Licensed or qualified counselors provide individual counseling to individuals who are experiencing a variety of problems.

- *Victim Impact Panel:* The Victim Impact Panel is a powerful two hour program featuring speakers who have themselves been injured, or have had a family member injured or killed by someone driving under the influence of alcohol or other mind altering drugs.

- *Evaluations:* Qualified counselors evaluate referrals to determine the need for treatment and the level of intensity recommended for substance abuse and other disorders.

D. List, identify, and provide reasons for each contract/client gained and lost in the past two (2) years.

HCBC has added no contracts in the last two (2) years:

HCBC has lost the following contract in the last two (2) years:

- *Chillicothe Correctional Center*, Therapeutic Community- This contract was competitively bid in 2013 and HCBC was not the successful bidder.
- *Access to Recovery III*- The State of Missouri discontinued funding for Access to Recovery III in 2014.
- *Farmington Correctional Center THU*- This contract was competitively bid in 2013 and HCBC was not the successful bidder.
- *Transitional Drug Abuse Treatment (TDAT)*- This contract was competitively bid in 2014 and HCBC was not the successful bidder.

E. Structure of the Organization

The Heartland Center for Behavioral Change is a 501 C-3, non profit organization headquartered in Kansas City, Missouri. The governing body is the Board of Directors with day-to-day operations of the company under the direction of a President/CEO. The Corporate office is located at:

The Heartland Center for Behavioral Change
1730 Prospect
Kansas City, Missouri 64127

Our executive level organizational structure consists of our President/CEO, Myrna Trickey; Chief Financial Officer, Mike White, and three (3) functional divisions, each headed by a Vice President. Our divisions are:

- Correctional Services: Vice President, Ron Schmitz
- Quality Assurance: Vice President, Kyle Mead
- Out Patient Services: Vice President, Vacant

Staff and program support is provided through staff specialists located at the company headquarters. This includes human resources, quality assurance, training, program development, outcomes management and program administration. The corporate organizational chart is located under Tab 1.

F. List of Pending or Final Legal Proceedings in Last Three (3) Years

There have been no legal proceedings in the last three (3) years.

G. Financial Solvency

Provided in Tab 2 are the HCBC audited financial statements ended June 30, 2013 and 2012.

EXHIBIT B

CURRENT/PRIOR EXPERIENCE

The offeror should copy and complete this form documenting the offeror and subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name or Subcontractor Name: Heartland Center for Behavioral Change (if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company/Client:	COMBAT-JACKSON COUNTY
Address of Reference Company/Client:	415 E. 12TH ST, 9TH FLOOR, KANSAS CITY, MO. 64106
Reference Contact Person Name, Phone #, and E-mail Address:	DAVID FLEMING, 816-881-3572, DFLEMING@JACKSONGOV.ORG
Title/Name of Service/Contract	COMBAT
Dates of Service/Contract:	JANUARY 1,2014-DECEMBER 31, 2014
If service/contract has terminated, specify reason:	N/A
Size of Service such as: ✓ Number of Individuals Being Served ✓ Total Annual Value/Volume	$148,000
Size of Service/Contract (in terms of offeror's total amount of business)	PERCENTAGE OF TOTAL REVENUE: 1%
Description of Services Performed, such as: ✓ Population Served ✓ Type of Services Performed ✓ Geographic Area Served ✓ Offeror's specific duties and strategic objective	MODIFIED MEDICAL DETOXIFICATION SERVICES FOR INDIGENT LIVING IN JACKSON COUNTY
Personnel Assigned to Service/Contract (include position title):	KYLE MEAD, VICE PRESIDENT QUALITY ASSURANCE JIMETTE RAYMOND, REGIONAL ADMINISTRATOR
Attach sample of results/work, if applicable	

EXHIBIT B

CURRENT/PRIOR EXPERIENCE

The offeror should copy and complete this form documenting the offeror and subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name or Subcontractor Name: Heartland Center for Behavioral Change (if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company/Client:	MISSOURI DEPARTMENT OF MENTAL HEALTH
Address of Reference Company/Client:	2600 EAST 12TH STREET; KANSAS CITY, MO. 64127
Reference Contact Person Name, Phone #, and E-mail Address:	GEORGE NORMAN; 816-482-5770; GEORGE.NORMAN@DMH.MO.GOV
Title/Name of Service/Contract	DISTRICT ADMINISTRATOR; FREE AND CLEAN, SDA420-08072
Dates of Service/Contract:	2008 TO PRESENT
If service/contract has terminated, specify reason:	N/A
Size of Service such as: ✓ Number of Individuals Being Served ✓ Total Annual Value/Volume	TOTAL VALUE OF CONTRACT REVENUE $854,900
Size of Service/Contract (in terms of offeror's total amount of business)	PERCENTAGE OF TOTAL REVENUE: 8%
Description of Services Performed, such as: ✓ Population Served ✓ Type of Services Performed ✓ Geographic Area Served ✓ Offeror's specific duties and strategic objective	POPULATION SERVED: MALE OFFENDERS ON STATE SUPERVISION TYPE OF SERVICES: SUBSTANCE ABUSE SERVICES GEOGRAPHIC AREA: JACKSON COUNTY SPECIFIC DUTIES: OUTPATIENT COUNSELING STRATEGIC OBJECTIVE: PROVIDE COUNSELING TO MALE OFFENDERS WHO VIOLATE CONDITIONS OF SUPERVISION
Personnel Assigned to Service/Contract (include position title):	KYLE MEAD, VICE PRESIDENT QUALITY ASSURANCE LAUREN HANNEN, PROGRAM MANAGER
Attach sample of results/work, if applicable	

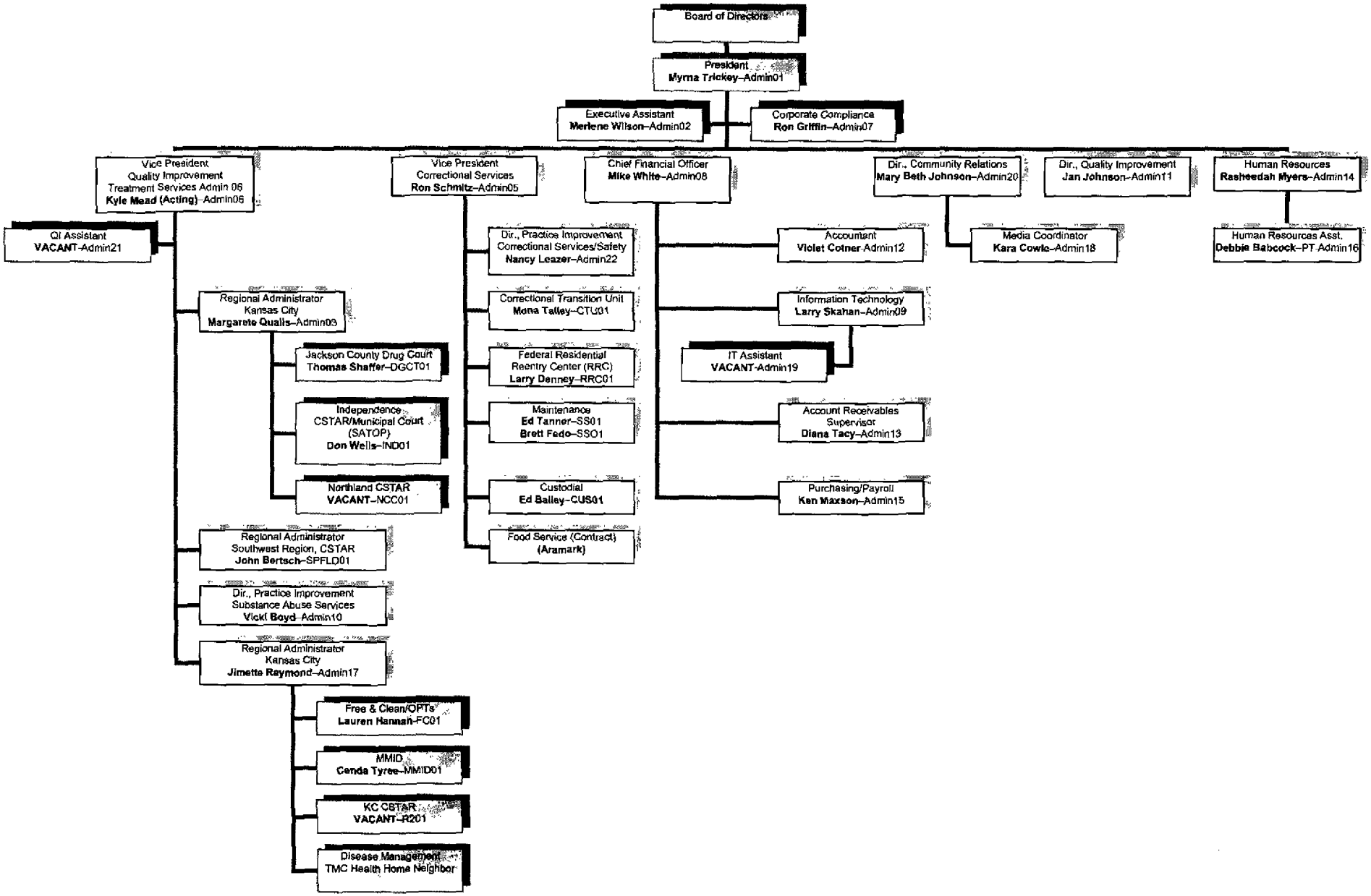
EXHIBIT B

CURRENT/PRIOR EXPERIENCE

The offeror should copy and complete this form documenting the offeror and subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

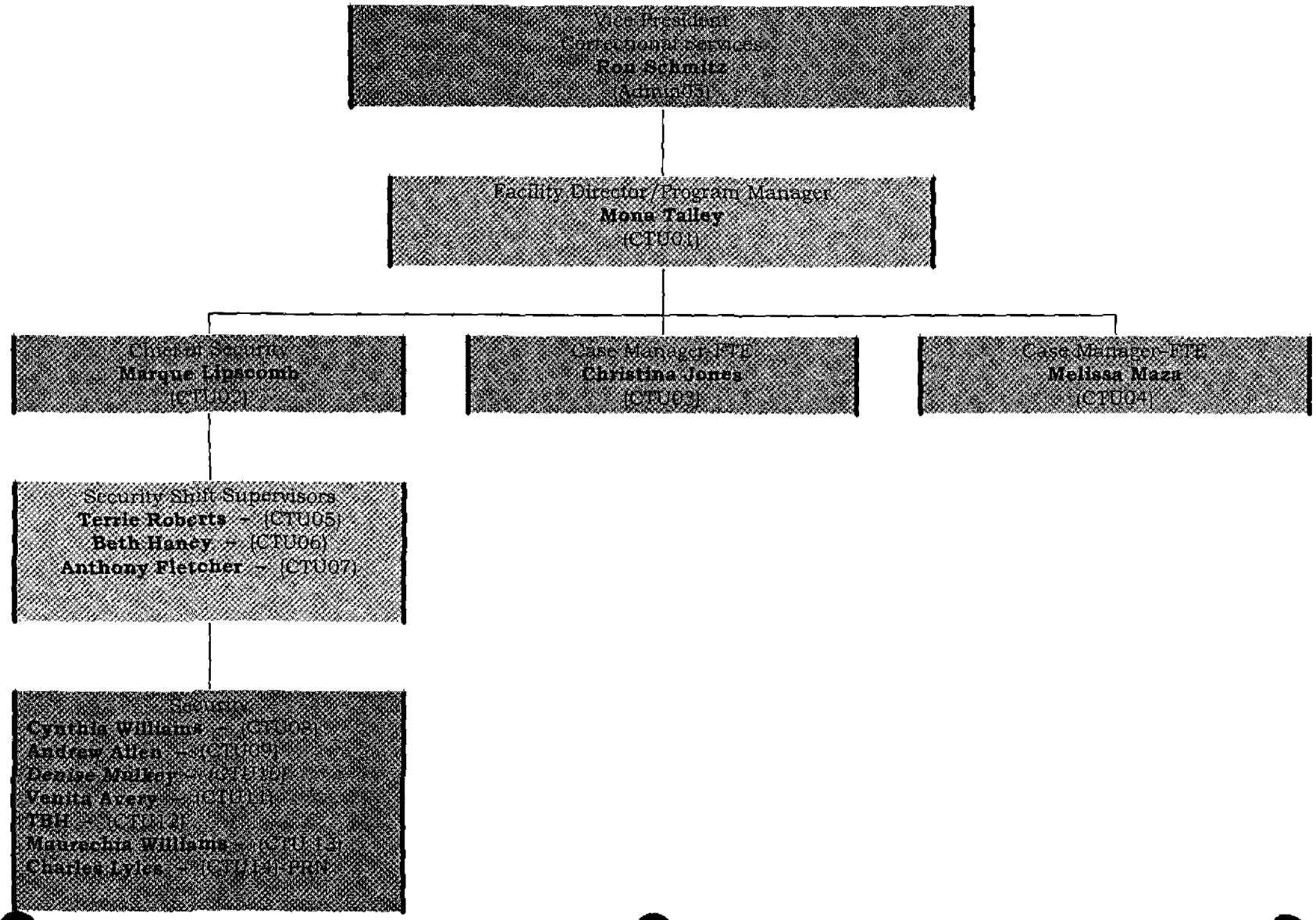
Offeror Name or Subcontractor Name: Heartland Center for Behavioral Change (if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company/Client:	Federal Bureau of Prisons
Address of Reference Company/Client:	FBOB, KANSAS CITY COMMUNITY CORRECTION OFFICE, GATEWAY COMPLEX, TOWER 2, 400 STATE OVE. STE 800, KCKS 66101
Reference Contact Person Name, Phone #, and E-mail Address:	JANET GEORGE, 913-551-1118, JGEORGE@BOP.GOV
Title/Name of Service/Contract	CONTRACT OVERSIGHT SPECIALIST/RESIDENTIAL REENTRY CENTER; CONTRACT #DJB200115
Dates of Service/Contract:	OCTOBER 2012 TO PRESENT
If service/contract has terminated, specify reason:	N/A
Size of Service such as: ✓ Number of Individuals Being Served ✓ Total Annual Value/Volume	NUMBER SERVED : 100 PER DAY TOTAL ANNUAL VALUE: $3,187,326
Size of Service/Contract (in terms of offeror's total amount of business)	PERCENTAGE OF TOTAL REVENUE: 30.50%
Description of Services Performed, such as: ✓ Population Served ✓ Type of Services Performed ✓ Geographic Area Served ✓ Offeror's specific duties and strategic objective	POPULATION SERVED: FEDERAL OFFENDERS TYPE OF SERVICE: FEDERAL HALFWAY HOUSE GEOGRAPHIC AREA: WESTERN MISSOURI SPECIFIC DUTIES: HOUSE AND SUPERVISE ALL CONSUMERS REFERRED STRATEGIC OBJECTIVE: PROVIDE STRUCTURE, DEVELOP EMPLOYMENT AND HOME PLAN
Personnel Assigned to Service/Contract (include position title):	RON SCHMITZ, VICE PRESIDENT RESIDENTIAL SERVICES LARRY DENNY, RRC PROGRAM MANAGER
Attach sample of results/work, if applicable	

Heartland Center for Behavioral Change
Corporate Organizational Chart



9.5.2014

Heartland Center for Behavioral Change
Correctional Transitions Unit (CTU)
Organizational Chart



Revised: 9.16.14

HEARTLAND CENTER FOR BEHAVIORAL CHANGE

INDEPENDENT AUDITOR'S REPORT ON FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

For the Years Ended June 30, 2013 And 2012

Welch & Associates, L.L.C.
CERTIFIED PUBLIC ACCOUNTANTS
KANSAS CITY, MISSOURI

HEARTLAND CENTER FOR BEHAVIORAL CHANGE

FOR THE YEARS ENDED JUNE 30, 2013 AND 2012

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SUPPLEMENTARY INFORMATION

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Welch & Associates, L.L.C.
CERTIFIED PUBLIC ACCOUNTANTS

Ten Main Center
920 Main Street, Suite 640
Kansas City, Missouri 64105
Ph. (816) 756-2620 Fax (816) 756-2621
www.welchcpafirm.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Heartland Center for Behavioral Change
Kansas City, Missouri

Report on the Financial Statements

We have audited the accompanying financial statements of Heartland Center for Behavioral Change (the Organization), which comprise the statements of financial position as of June 30, 2013 and 2012, and the related statements of activities and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Organization's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Heartland Center for Behavioral Change as of June 30, 2013 and 2012, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplemental information shown on pages 18 to 21 is presented for purposes of additional analysis, and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Welch & Associates, L.L.C.

Welch & Associates, L.L.C.
Kansas City, Missouri
November 19, 2013

HEARTLAND CENTER FOR BEHAVIORAL CHANGE
STATEMENTS OF FINANCIAL POSITION
AS OF JUNE 30, 2013 AND 2012

	2013	2012
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 161,328	$ 84,982
Grants and contracts receivable	865,637	1,171,865
Prepaid expenses	87,551	49,046
Security deposits	50,757	47,488
TOTAL CURRENT ASSETS	1,165,273	1,353,381
Property and equipment, net	5,691,683	5,889,548
TOTAL ASSETS	$ 6,856,956	$ 7,242,929
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	275,010	192,576
Other payables	11,565	12,677
Payable to Department of Corrections	44,835	44,835
Accrued payroll and related liabilities	228,007	198,542
Accrued vacation payable	203,644	234,317
Accrued interest	8,527	9,991
Unearned revenue	19,388	-
Client rehabilitation payback and savings	10,246	11,001
Bank line of credit	522,649	480,715
Current portion of long-term debt	202,442	553,285
TOTAL CURRENT LIABILITIES	1,526,313	1,737,939
Long-term debt, less current portion	1,727,491	1,927,335
TOTAL LIABILITIES	3,253,804	3,665,274
Unrestricted net assets	3,603,152	3,577,655
TOTAL LIABILITIES AND NET ASSETS	$ 6,856,956	$ 7,242,929

See auditor's report and notes accompanying financial statements

HEARTLAND CENTER FOR BEHAVIORAL CHANGE
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED JUNE 30, 2013 AND 2012

	2013	2012
REVENUES AND OTHER SUPPORT		
Missouri Department of Corrections and Human Resources	$ 2,246,996	$ 3,384,420
Missouri Department of Mental Health	1,541,061	1,260,703
Environmental Protection Agency grant	57,130	36,195
Jackson County Anti-Drug Fiscal Commission	153,249	59,799
Clay, Platte, Ray Counties Mental Health	237,636	166,817
Grant revenue Liberty / Richmond	79,798	100,732
CSTAR Medicaid	269,055	174,872
Fees for services	2,986,432	3,054,827
Court fees	1,334,710	1,033,959
Rental revenue	243,497	248,644
Contributions	67,923	57,325
Interest	183	565
Miscellaneous	5,538	27,806
Gain on Sale/Disposal of Building/Vehicle	9,104	279,046
TOTAL REVENUES AND OTHER SUPPORT	9,232,312	9,885,710
EXPENSES		
Program Services:		
Alcohol and Drug Abuse Programs	2,777,476	2,673,908
Residential Re-Entry Center Program	1,834,614	1,642,293
Drug Court Program	728,246	704,774
Other	1,690,723	2,318,314
Supporting Services:		
Administrative	2,175,756	2,097,772
TOTAL EXPENSES	9,206,815	9,437,061
CHANGE IN NET ASSETS	25,497	448,649
NET ASSETS, B.O.Y.	3,577,655	3,299,729
PRIOR PERIOD ADJUSTMENT	-	(170,723)
NET ASSETS, E.O.Y.	$ 3,603,152	$ 3,577,655

See auditor's report and notes accompanying financial statements

HEARTLAND CENTER FOR BEHAVIORAL CHANGE
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2013 AND 2012

	2013	2012
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 25,497	$ 448,649
Adjustment to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	424,683	413,560
(Increase)/Decrease in Operating Assets:		
Grants and contracts receivable	306,228	84,042
Other receivable	-	2,100
Prepaid expenses	(38,505)	(6,386)
Security deposit	(3,269)	(2,500)
Increase/(Decrease) in Operating Liabilities:		
Accounts payable	81,322	15,239
Accrued payroll and related liabilities	29,465	(239,366)
Accrued liabilities	(755)	(1,351)
Accrued vacation payable	(30,673)	11,760
Accrued interest	(1,464)	(2,193)
Unearned revenue	19,388	-
NET CASH PROVIDED BY OPERATING ACTIVITIES	811,917	723,554
CASH FLOWS FROM INVESTING ACTIVITIES		
Net increase in property and equipment	(226,818)	(258,635)
NET CASH USED IN INVESTING ACTIVITIES	(226,818)	(258,635)
CASH FLOWS FROM FINANCING ACTIVITIES		
Increase in bank line of credit	41,934	48,000
Principal payments of notes and loans	(550,687)	(883,728)
NET CASH USED IN FINANCING ACTIVITIES	(508,753)	(835,728)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	76,346	(370,809)
CASH AND CASH EQUIVALENTS, B.O.Y.	84,982	455,791
CASH AND CASH EQUIVALENTS, E.O.Y.	$ 161,328	$ 84,982
SUPPLEMENTAL DISCLOSURES:		
Cash Paid During The Year For Interest Expense	$ 176,950	$ 222,511
Cash Paid During The Year For Tax Expense	$ -	$ -
Non Cash Exchange of Land Included in Net Increase in Property and Equipment	$ -	$ 87,100

See auditor's report and notes accompanying financial statements

NOTE 1: ORGANIZATION AND NATURE OF ACTIVITIES

Heartland Center for Behavioral Change (the Organization) is a nonprofit organization incorporated in the state of Missouri. The Organization's principal business activities are to provide treatment and other services to individuals with substance abuse and other behavioral issues. The Organization's primary sources of revenue are from State of Missouri, Federal grants and donations from other sources. It operates from facilities located in Kansas City, Independence, Springfield, Bolivar, Seymour, Branson, Buffalo, Liberty, and Richmond Missouri.

The Organization operates the following programs:

The Alcohol and Drug Abuse (ADA) programs are funded through the Division of Alcohol and Drug Abuse, Clay, Platte, Ray Mental Health Board and the COMBAT Commission. They include intensive outpatient services and community support services for adult male and female clients and Comprehensive Substance Abuse and Rehabilitation programs. Medicaid clients are served in addition to those funded directly through the State of Missouri. The ADA programs also include the Organization's Modified Medical detoxification services in Kansas City. Clients served are referred through probation and parole departments, social service agencies in the community and through self-referrals.

The Federal Residential Re-Entry Center (RRC) program is a Federal Bureau of Prisons funded halfway house for individuals being released from Bureau of Prisons facilities throughout the United States. Services include housing, financial management programs, life skills, and case management services. The facility houses up to 120 offenders through the Bureau of Prisons referrals and United States Probation Office referrals. Offenders are expected to maintain employment, participate in community referrals, and work to become eligible for home confinement.

The Organization has contracts with the Jackson County Drug Court, Greene County Drug Court and Polk County Drug Court to provide treatment services to offenders deemed appropriate for and referred from the Prosecutor's office. These services include assessments, individual counseling, group counseling, coordination of case management services with the Drug Court staff, and continued monitoring of urinalysis testing to ensure compliance. *(Program Service Expenses*

Other program services include case management; outpatient substance abuse treatment services; various court services; implementation of web-based behavioral health management; community re-entry programs; substance abuse assessments; and transitional housing programs.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Use of Estimates in Preparing Financial Statements

The preparation of financial statements in conformity with generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the

date of financial statements and the reported amounts of revenue, expenses, gains, losses, and other changes in net assets during the reporting period. Actual results could differ from those estimates.

Basis of Accounting
The financial statements of the Organization have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables and other liabilities.

Cash and Cash Equivalents
For the purpose of the Statement of Cash Flows, the Organization considers cash, checking, saving, and money market bank accounts as cash and cash equivalents.

Promises to Give
Contributions and pledges are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional.

Grants and Contracts Receivable
Grants and contracts receivable consist primarily of amounts due from the State of Missouri, and other federal programs as reimbursements or payment for services. These amounts have already been reduced for estimated collections fees. Management reviews the grants and contract receivable and evaluates if the accounts are collectible and establishes allowance for doubtful accounts. Delinquent receivables are written off based on specific circumstances. Recoveries of delinquent receivable previously written off are recorded as revenue when received.

Restricted Contributions
The Organization follows the Financial Accounting Standards Board Accounting Standards Codification (ASC) related to *Accounting for Contributions Received and Contributions Made.* In accordance with this topic, contributions received are recorded as unrestricted, temporarily restricted or permanently restricted support, depending on the existence and/or nature of any donor restrictions.

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor or by law. Amounts received which are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. When a restriction is fulfilled in the same time period in which the contribution is received, the Organization reports the support as unrestricted and provides information regarding the amount of support which has satisfied the restricted requirements.

Compensated Absences
Employees of the Organization are entitled to paid vacation, depending on job classification and length of service. An amount has been included on the statement of financial position to reflect this liability.

Basis of Presentation

Financial statement presentation follows the recommendations of the ASC on *Financial Statements of Not-for-Profit Organizations.* Under this rule, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted

Unrestricted net assets include all net assets which are neither temporarily nor permanently restricted.

Temporarily Restricted

Temporarily restricted net assets include contributed net assets for which donor-imposed time and purpose restrictions have not been met and the ultimate purpose of the contribution is not permanently restricted.

Permanently Restricted

Permanently restricted net assets include contributed net assets which require, by donor restriction, that the corpus be invested in perpetuity and only the income be made available for program operations in accordance with donor restrictions.

Government Grants and Contracts

Revenue from grants is recognized as the Organization performs the contracted services or incurs outlays eligible for reimbursements under the grant agreements. Grant activities and outlays are subject to audit and acceptance by the granting agency and, as a result of such audit, adjustments could be required.

Fair Value Measurement

The carrying amounts of assets and liabilities, except for long-term debts and property and equipment, are reported on the balance sheet at their approximate fair values. The long term debts are secured by the real property and other business assets which make it impracticable to estimate the fair value of long term debts. The long term debts are reported at their original value less the total payments made as of the balance sheet date. The measurement of reported value of property and equipment is discussed below in property and equipment note.

Property and Equipment

Purchased property and equipment are recorded at cost. Donated property and equipment are recorded at their market value at the time of donation. If donors stipulate how long the asset must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of property and equipment are recorded as unrestricted support. Management believes fixed assets are not impaired as long as it continues to receive significant funding from government agencies (see Note 8).

Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed using the straight-line method. Estimated useful lives of the assets are as follows:

Buildings	5-30 Years
Building improvements	2-30 Years
Equipment, furniture and fixtures	3-60 Years
Vehicles	3-5 Years

Income Taxes
The Organization has been designated as tax-exempt organization pursuant to Internal Revenue Code (IRC) Section 501(c)(3). Further, the Organization has been determined not to be private foundation per IRC Section 509(a). Accordingly, no provision for income tax expense or excise tax expense has been made.

Functional Allocation of Expenses
The indirect functional costs of providing the various programs and activities of the Organization have been allocated to the programs based on the number of employees employed by such programs. Program expenses include the direct costs of and the indirect cost allocated to such program.

Subsequent Events
In preparing these financial statements, management has evaluated events and transactions for potential recognition or disclosure through November 19, 2013, the date the financial statements were available to be issued.

Uncertain Tax Positions
The Organization accounts for uncertain tax positions in accordance with the provisions of FASB Codification Topic 740, Income Taxes. Topic 740 clarifies the accounting and recognition for income tax positions taken or expected to be taken in the Organization's income tax returns. Under Topic 740, the Organization is required to report information regarding its exposure to various tax positions taken by the Organization.

As of June 30, 2013 and 2012, management believes the Organization's tax status to be that of a not-for-profit entity and; therefore, has made the decision to classify the Organization as tax exempt. Management has reviewed all sources of revenue and does not believe the Organization to be subject to income tax on unrelated business income. The Organization did not record any interest or penalties in the statements of operation or statements of financial position as of and during the years ended June 30, 2013 and 2012. Tax returns filed for the years ended June 30, 2010 through 2012 remain subject to examination by the Internal Revenue Service.

NOTE 3: PROPERTY AND EQUIPMENT

The major classes of property and equipment for the years ended June 30, 2013 and 2012 are:

	July 1, 2012	Additions	Dispositions	June 30, 2013
Land	$ 87,100	$ 0	$ 0	$ 87,100
Buildings	3,020,541	0	0	3,020,541
Building improvements	4,693,622	148,693	0	4,842,315
Equipment, furniture and fixtures	1,156,961	71,625	0	1,228,586
Vehicles	188,230	6,500	(30,000)	164,730
	9,146,454	226,818	(30,000)	9,343,272
Accumulated depreciation	(3,256,906)	(424,683)	30,000	(3,651,589)
	$5,889,548			$5,691,683

	July 1, 2011	Additions	Dispositions	June 30, 2012
Land	$ 0	$ 87,100	$ 0	$ 87,100
Buildings	3,176,206	0	(155,665)	3,020,541
Building improvements	4,687,374	106,894	(100,646)	4,693,622
Equipment, furniture and fixtures	977,001	179,960	0	1,156,961
Vehicles	218,130	0	(29,900)	188,230
	9,058,711	373,954	(286,211)	9,146,454
Accumulated depreciation	(3,014,238)	(413,560)	170,892	(3,256,906)
	$6,044,473			$5,889,548

Cost of equipment under capital lease as of June 30, 2013 is $38,508.

NOTE 4: CLIENT REHABILITATION PAYBACK AND SAVINGS

Certain clients are required to make an initial deposit and pay a portion of any wages earned to the Organization. The Organization maintains two bank accounts in which they hold these funds on the clients' behalf. The funds for each client can be used to pay certain client expenses. Clients who discontinue receiving treatment from the Organization are paid any residual balances set aside for them. The funds held on clients' behalf amounts to $10,226 and $11,001 at June 30, 2013 and 2012, respectively.

NOTE 5: LONG-TERM DEBT

Long term debt of the Organization is comprised of the following as of June 30, 2013 and 2012:

	2013	2012
Loan No. 9234400 from Bank of Blue Valley (BBV) payable in monthly installments of $12,685 including interest at 6.625% with a balloon payment due June 15, 2017, collateralized by all business assets.	$ 527,161	$ 639,809
Loan No. 9234410 from BBV payable in monthly installments of $16,204 including interest at 7.0% with a balloon payment due February 15, 2018, collateralized by all business assets.	1,402,772	1,494,095
Loan No. 9249420 from BBV, payable in monthly installments of $31,510 including interest at 6.75% due May 19, 2013, collateralized by all business assets.	0	335,056
Capital lease obligation for equipment, payable in monthly installments of $1,069 maturing in 2013.	0	11,660
	1,929,933	2,480,620
Less current maturities	202,442	553,285
	$1,727,491	$1,927,335

Approximate principal payments due on notes payable in each of the next five years is as follows:

Period Ending	Amount
June 30,	
2014	$202,000
2015	225,000
2016	263,000
2017	262,000
2018	978,000

NOTE 6: BANK LINE OF CREDIT

During the year ended June 30, 2011, the Organization obtained a line of credit from BBV with a maximum borrowing limit of $750,000. Interest on the line of credit is payable monthly at 5%. The maturity date is May 18, 2014. The outstanding balance at June 30, 2013 and 2012 was $522,649 and $480,715, respectively. The line of credit is collateralized by all business assets.

NOTE 7: OPERATING LEASES

Office Space

The Organization entered into various lease agreements for office and parking spaces that expire in next two years and also includes month to month leases with no expiration dates. Rent expense for the years ended June 30, 2013 and 2012 is $296,024 and $294,064, respectively. Approximate rental lease payments due in each of the next two years is as follows:

Period Ending	Amount
June 30,	
2014	$ 95,117
2015	11,098

Equipment Rentals

The Organization has renewable lease agreements for copiers, printers and scanners with GE Capital and Key Equipments that requires monthly lease payments of $3,540 and $658, respectively. The Organization also has renewable lease agreements for washers and dryers with Coin Machine Corporation and ice machines with Ice Masters that requires a monthly rental payment of $324 and $510, respectively. Rent expense for June 30 2013 and 2012 was $60,384 and $60,171, respectively. Approximate rental lease payments due in each of the next five years is $60,000 per year.

NOTE 8: MAJOR CUSTOMERS

The Organization received a major portion of its total revenues from governmental agencies for the years ended June 30, 2013 and 2012. If a significant reduction in the level of support were to occur, it could have an adverse effect on the Organization's programs and services.

NOTE 9: EMPLOYEE BENEFIT PLAN

The Organization offers a 401(k) Plan (Plan). The provisions of the Plan are as follows:

- The normal retirement age is 65 years.
- All full-time employees who have attained the age of 18 years are eligible to participate in the plan after completion of one year of service.
- The employer matches 100% of the employee's contributions up to 5% of eligible compensation during the years ended June 30, 2013 and 2012.

The Organization's contribution to the Plan for the years ended June 30, 2013 and 2012 was $84,589 and $113,000, respectively. Total employee contributions were $103,617 and $147,458 for the years ended June 30, 2013 and 2012, respectively.

NOTE 10: PRIOR PERIOD ADJUSTMENT

Certain errors resulting in an overstatement of previously reported net assets for fiscal years 2007-2011 were discovered by management subsequent to June 30, 2011. Accordingly, adjustments of $170,723 were made during the year ended June 30, 2012 to adjust accounts receivable as of June 30, 2011 and corresponding entry was also made to adjust previously reported net assets.

NOTE 11: CONTINGENCY

During the year ended June 30, 2009, the Organization engaged a consultant to perform subsurface testing around a closed fuel oil tank on the site of one if it's building. The results of that testing indicated that at some sample locations, in close proximity to the tank, soil or groundwater contained fuel oil constituents above the laboratory detection limit, but below state-established risk based health and safety levels. The consultant recommends the Organization enter a voluntary clean-up program. The clean-up costs were estimated to be in excess of $200,000. The Organization had applied for grant funds to pay for the clean-up that was approved by U.S. Environmental Protection Agency (EPA) during the year ended June 30, 2010. The funds received under the grant during the years ended June 30, 2013 and 2012 amount to $57,130 and $6,916, respectively. The Organization has entered into a Master Services Agreement with Terracon Consultants, Inc. in August of 2011 for the clean-up of the site. The EPA has extended the time line to complete the clean up program to September 30, 2014.

NOTE 12: RECLASSIFICATIONS

Certain reclassifications have been made to the prior year financial statements to conform to the classifications in the current year financial statements.

HEARTLAND CENTER FOR BEHAVIORAL CHANGE
SCHEDULE OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2013

	Alcohol and Drug Abuse	Residential Re-Entry	Drug Court	Other	Administration	Total
Salaries	$ 1,673,387	$ 871,691	$ 477,605	$ 594,246	$ 1,266,748	$ 4,883,677
Employee benefits	170,935	70,552	54,151	80,552	182,336	558,526
Payroll taxes	124,832	64,927	35,475	45,459	95,026	365,719
Donation	6,000	0	0	629	0	6,629
Professional fees	118,435	81,972	55,953	140,989	202,532	599,881
Supplies	44,014	80,987	6,827	34,941	19,244	186,013
Medical supplies	67,274	16,371	551	48,808	4,218	137,222
Telephone	33,025	14,325	5,433	10,200	31,983	94,966
Utilities	38,198	105,970	0	160,207	9,392	313,767
Postage	187	0	14	56	1,526	1,783
Insurance	6,030	0	0	0	82,535	88,565
Rent	171,525	14,031	74,196	32,371	3,901	296,024
Building maintenance	30,742	48,236	6,617	50,230	117,720	253,545
Equipment rental & repair	17,358	23,609	474	24,793	3,833	70,067
Advertising	2,337	173	0	1,573	2,666	6,749
Printing and copying	781	1,569	109	389	3,701	6,549
Interest	0	33,432	0	116,993	25,061	175,486
Staff transportation costs	25,166	6,897	3,327	3,796	23,558	62,744
Client transportation	110,682	17,595	75	1,635	0	129,987
Dues and subscriptions	(1,061)	587	0	810	13,765	14,101
Miscellaneous	39	0	0	28	34,473	34,540
Depreciation	82,549	137,496	6,496	173,203	24,939	424,683
Public relations	68	1,332	0	1,056	18,078	20,534
Licensure	20	210	0	255	3,935	4,420
Food services	50,577	239,334	0	117,432	0	407,343
Small equipment	3,256	1,585	643	1,192	515	7,191
Training fees	1,120	1,733	300	880	4,071	8,104
Loss on Claims	0	0	0	48,000	0	48,000
	$ 2,777,476	$ 1,834,614	$ 728,246	$ 1,690,723	$ 2,175,756	$ 9,206,815

See auditor's report and notes accompanying financial statements

HEARTLAND CENTER FOR BEHAVIORAL CHANGE
SCHEDULE OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2012

	Alcohol and Drug Abuse	Residential Re-Entry	Drug Court	Other	Administration	Total
Salaries	$ 1,597,800	$ 789,837	$ 456,078	$ 1,096,892	$ 1,252,376	$ 5,192,983
Employee benefits	167,290	46,839	55,435	115,638	198,134	583,336
Payroll taxes	118,421	62,312	35,837	84,946	90,733	392,249
Donation	6,000	0	0	1,016	0	7,016
Professional fees	113,470	78,477	52,788	70,173	160,001	474,909
Supplies	41,489	69,893	8,788	37,449	19,956	177,575
Medical supplies	65,328	6,417	251	61,040	1,713	134,749
Telephone	14,623	6,800	849	9,723	90,681	122,676
Utilities	41,847	99,515	0	170,143	1,016	312,521
Postage	354	0	47	356	1,408	2,165
Insurance	0	0	0	0	71,289	71,289
Rent	205,378	0	60,743	27,943	0	294,064
Building maintenance	40,555	43,166	6,568	91,956	61,798	244,043
Equipment rental and repa	10,241	10,730	568	12,607	4,441	38,587
Advertising	1,451	654	0	3,716	14,895	20,716
Printing and copying	680	2,855	0	932	1,033	5,500
Interest	(961)	64,603	0	125,444	31,232	220,318
Staff mileage and transpo	19,775	8,357	1,772	19,209	34,897	84,010
Client transportation	99,479	7,571	260	17,363	0	124,673
Dues and subscriptions	1,161	411	0	173	20,360	22,105
Bad debts expense	13,136	0	0	0	0	13,136
Miscellaneous	614	8,362	16,550	9,007	23,342	57,875
Depreciation	68,327	116,973	7,234	227,925	(6,899)	413,560
Public relations	301	1,094	0	203	15,661	17,259
Licensure	631	148	0	163	2,344	3,286
Food services	40,396	215,108	0	105,540	0	361,044
Small equipment	2,673	1,980	50	986	1,185	6,874
Training fees	3,449	191	956	3,771	6,176	14,543
Loss on disposal of vehicle	0	0	0	24,000	0	24,000
	$ 2,673,908	$ 1,642,293	$ 704,774	$ 2,318,314	$ 2,097,772	$ 9,437,061

See auditor's report and notes accompanying financial statements

EXPERTISE OF PERSONNEL

EXPERTISE OF KEY HCBC PERSONNEL

The Heartland Center for Behavioral change is a 501(c) (3) not-for-profit, charitable corporation, headquartered in Kansas City, Missouri. The governing body is a Board of Directors with the day-to-day-operation under the direction of a President/CEO. Three (3) Vice-Presidents are responsible for the functional divisions of the company. Correctional Services, Quality Improvement, and Treatment Services. The Chief Financial Officer is responsible for all of HCBC's accounting and financial functions. Staff and program support is provided by specialists located at the company headquarters. This includes human resources, community relations, and corporate compliance. Our corporate organizational chart is provided in the *Experience and Reliability* section.

HCBC administrators and managers have extensive hands-on experience in correctional services and many have many years of past service in leadership capacity with the State of Missouri. Our administrators possess both theoretical and practical expertise in the field of Corrections. They have had direct administrative experience in offender management and in dealing with treatment issues presented by offenders. In this regard, HCBC offers a unique depth in understanding the mission of correctional services and in the administration of programs that serve offenders.

THE CORPORATE EXECUTIVE TEAM

HCBC Corrections is represented by highly qualified and well-respected professionals who have enjoyed successful careers as correctional administrators. **Myrna Trickey, President/CEO** possesses a Master of Public Administration and Bachelor of Science Degree in Psychology. Myrna has been as administrator in the Corrections' field for more than thirty (30) years, including 15 years with the Missouri Department of Corrections. During her career with the MoDOC she served as the contract administrator for hallway house programs; the Accreditation Manager for the Department's Prisons, and later as Superintendent of St. Mary's Honor Center (St. Louis Community Release Center) and the Missouri Eastern Correctional Center. Myrna was subsequently appointed as Division Director, (Division of Classification and Treatment, now Division of Offender Rehabilitative Services). In 1990 Myrna joined the private sector where she developed in-prison substance abuse treatment programs for incarcerated felons in the states of Florida and Missouri; developed Missouri's first ADA certified Medically Monitored Inpatient Detoxification Program for the chemically dependent; and was instrumental in developing re-entry and community based services for mentally ill offenders throughout the state of Missouri.

Ron Schmitz, Vice-President of Correctional Services possesses a Bachelors of Science Degree in Psychology from Southwest Missouri State University and has been involved in Corrections work since 1977. Ron was Superintendent at the Kansas City Honor Center, Western Reception and Diagnostic and Correctional Center, and the Boonville Correctional Center for a total of 17 years. He went on to work for the Wyoming Department of Corrections and started at HCBC in February of 2012. As VP of Correctional Services he oversees the State and Federal halfway house contracts.

Mona Talley, Facility Director continues to serve as the manager of the CTU as she has since 1998. Mona has her bachelor degree in Human Service with an emphasis in Addictions. Mona has been with HCBC for 22 years.

Marque Lipscomb, CTU Chief of Security worked at Volunteers of America in Indiana, a community based halfway house for 10 years. She served as a Security Officer, Case Manager, and Team Leader. Marque started at HCBC in 2011 and was promoted to CTU Chief of Security this year.

Nancy Leazer, Director of Practice Improvement , Correctional Services possesses a Bachelor of Science Degree in Economics from the University of Wisconsin. Nancy worked for the Kansas City Jail for 16 years with 10 years as Superintendent. Nancy is leading our Corrections' team in pursuing ACA accreditation.

EXHIBIT C (CONT'D)

EXPERTISE OF PERSONNEL (OTHER KEY STAFF)
(Copy and complete this table for each key person proposed)

Title of Position: Facility Director	
Name of Person:	Mona Talley
Educational Degree (s): include college or university, major, and dates	Masters Degree in Criminal Justice from the University of Central Missouri, 12 credits to complete. Bachelor of Arts, Human Services/Addictions, 2006.
License(s)/Certification(s), #(s), expiration date(s), if applicable:	Certified Criminal Justice Professional (CCJP) 2013
Specialized Training Completed. Include dates and documentation of completion for all required training identified in this document:	Trauma Informed Care 9/19/2014 Mental Health First Aid 8/26/2014 Tactical Communications 8/6/2014 Womens Risk Needs Evaluation 5/16/13
# of years experience in area of service proposed to provide:	Twenty Two (22) years in corrections and addiction.
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	Twenty Two (22) years employment with HCBC in corrections and addictions.
Describe this person's responsibilities over the past 12 months.	Facility Director, HCBC CTU, direction of unit in accordance with contractual requirements; supervision of subordinate staff including case managers, security staff; ensures proper discipline and accountability of residents in accord with contractual and company policies and procedures; development of regular reports for submission to State Agency; overall direction of program.
Previous employer(s), positions, and dates	NA
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	
✓ Counseling	Certified Counselor through Missouri Substance Abuse Counselor's Certification Board since 1995. Currently CCJP Certified Criminal Justice Professional
✓ Criminal Justice	Twenty Two (22) years in correctional residential care and correctional substance abuse counseling.
✓ Correctional Residential Facilities	Twenty Two (22) years in correctional residential care and correctional substance abuse counseling.

EXHIBIT C (CONT'D)

EXPERTISE OF PERSONNEL (OTHER KEY STAFF)
(Copy and complete this table for each key person proposed)

Title of Position: Chief of Security	
Name of Person:	Marque Lipscomb
Educational Degree (s): include college or university, major, and dates	Concordia University from 2004-2007. Majored in Criminal Justice.
License(s)/Certification(s), #(s), expiration date(s), if applicable:	CPR/First Aid Certified expires in December 2014.
Specialized Training Completed. Include dates and documentation of completion for all required training identified in this document:	Securmanage Offender Management System September 2014 Supervision Training 2/4/14 – 2/11/14 Sexual Assault; Perpetrators or Victims 7/26/14 Professionalism for Corrections Staff 5/30/14
# of years experience in area of service proposed to provide:	Ten (10) years with Volunteers of America located in Indianapolis, Indiana. Three (3) years with HCBC located in Kansas City, Missouri
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	Three (3) years employed at HCBC. CTU Chief of Security, Shift Supervisor and Security Officer.
Describe this person's responsibilities over the past 12 months.	**Chief of Security**, supervising the security program of residential program for assigned offenders. **Shift Supervisor** responsible for order, safety, and security of the residential program during the assigned shift, following operating procedures. **Team Leader** supervision of case managers in community based residential program for offenders. **Case Manager**-evidence based case management for correctional residential facility.
Previous employer(s), positions, and dates	Volunteers of America (VOAIN), Team Leader, Case Manager, Correctional Officer 2001-2011.
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	
✓ Counseling	
✓ Criminal Justice	Ten (10) years as Team Leader, Case Manager, Correctional Officer for Correctional Residential Center. Three (3) years as Security Officer, Supervisor, Chief of Security at HCBC.
✓ Correctional Residential Facilities	Ten (10) years as Team Leader, Case Manager, Correctional Officer for Correctional Residential Center. Three (3) years as Security Officer, Supervisor, Chief of Security at HCBC.

EXHIBIT C

EXPERTISE OF PERSONNEL

(Copy and complete this table for each case manager proposed)

Title of Position: Case Manager	
Name of Person:	Melissa Maza
Educational Degree (s): include college or university, major, and dates	Masters of Psychology from Walden University. Graduated June 2010
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed. Include dates and documentation of completion:	Mental Health First Aid 2013 Suicide Prevention 2012 Bullying 2012
# of years experience in area of service proposed to provide:	10 years
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	*Case Manager, 1 month*
Describe this person's responsibilities over the past 12 months.	Provide assistance to help individuals obtain employment, housing, treatment, and other services for a successful return to the community.
Previous employer(s), positions, and dates	-PACES, Case Manager, August 2010-December 2013 -State of Missouri-Family Support, Eligibility Specialist January 2007-August 2010 -Department of Youth Services, Youth Specialist, Feburary 2004-January 2006
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	Worked as a Family Advocate for Head Start(1 year), Eligibility Specialist for Family Support Division(3 years), and Case Manager for PACES(3.5 years)
✓ Counseling	2 years working for Department of Youth Services
✓ Criminal Justice	2 years working for Department of Youth Services
✓ Correctional Residential Facilities	2 years working for Department of Youth Services

EXHIBIT C

EXPERTISE OF PERSONNEL

(Copy and complete this table for each case manager proposed)

Title of Position: Case Manager	
Name of Person:	Christina Jones
Educational Degree (s): include college or university, major, and dates	Park University, Bachelors in Social Work 2014
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed. Include dates and documentation of completion:	
# of years experience in area of service proposed to provide:	1 year
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	CTU Case manager
Describe this person's responsibilities over the past 12 months.	Case Manager
Previous employer(s), positions, and dates	Synergy Safe Haven August 2013- May 2014 Case Management
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	One (1) year experience working with domestic violence victims. Offering case management services through Synergy Safe Haven.
✓ Counseling	One (1) year experience working with domestic violence victims doing initial intakes and one on one supportive sessions during case management and hotline services at Synergy Safe Haven.
✓ Criminal Justice	One (1) year experience working with domestic violence victims who are dealing with orders of protection, and numerous other legal matters regarding themselves or their children at Synergy Safe Haven.
✓ Correctional Residential Facilities	Two (2) months CTU case manager.

EXHIBIT D

PERSONNEL EXPERTISE SUMMARY

(Complete this Exhibit for any additional personnel not included on previous Exhibit. Resumes may also be provided)

Personnel	Background and Expertise of Personnel and Planned Duties
1. Terrie Roberts Shift Supervisor	Terrie has been employed at HCBC since March of 2008. She supervises security monitors and ensures the safety and accountability of the CTU residents.
2. Beth Haney Shift Supervisor	Beth has been employed at HCBC since 2013. She supervises security officers and ensures the safety and accountability of the CTU residents.
3. Anthony Fletcher Shift Supervisor	Anthony has been employed at HCBC since January 2007. Mr. Fletcher supervises security officers and ensures the safety and accountability of the CTU residents.
4. Andrew Allen Security Officer	Andrew has been employed at HCBC since 1999. Mr. Allen's primary job responsibilities are to maintain a safe and orderly environment. Monitor the activities of the residents, enforce rules and established procedures and make reports of significant activities.
5. Venita Avery Security Officer	Venita has been employed at HCBC since August of 2014. Ms. Avery's primary job responsibilities are to maintain a safe and orderly environment. Monitor the activities of the residents, enforce rules and established procedures and make reports of *significant activities*.
6. Cynthia Williams Security Officer	Cynthia has been employed at HCBC since August of 2014. Ms. Williams' primary job responsibilities are to maintain a safe and orderly environment. Monitor the activities of the residents, enforce rules and established procedures and make reports of significant activities.
7. Mauricheia Williams Security Officer	Mauricheia has been employed at HCBC since January of 2012. Ms. Williams' primary job responsibilities are to maintain a safe and orderly environment. Monitor the activities of the residents, enforce rules and established procedures and make reports of significant activities.
8. Portia Gill Security Officer	Portia has been employed at HCBC since April of 2010. Ms. Gill's primary job responsibilities are to maintain a safe and orderly environment. Monitor the activities of the residents, enforce rules and established procedures and make reports of significant activities.
9. Charles Lyles Security Officer	Charles has been employed at KCCC since April of 2010. Mr. Lyles' primary job responsibilities are to maintain a safe and orderly environment, monitor the activities of the residents, enforce rules and established procedures and make reports of significant activities.

HEARTLAND CENTER FOR BEHAVIORAL CHANGE

JOB DESCRIPTION

TITLE:	**PROGRAM MANAGER** **CORRECTIONAL TRANSITIONAL UNIT (CTU)**	**POSITION NUMBER:**	_____
REPORTS TO:	**VICE PRESIDENT**	**CLASSIFICATION:**	**EXEMPT**
PHI STATUS:	**LEVEL 2**	**REVISED:**	**1/14/2013**

GENERAL DESCRIPTION

This is a responsible, professional position managing a residential program. The Program Manager is responsible for the planning, coordination and direction or a program for state offenders following policies and procedures and the requirements of any contractors. Work includes assigning, directing and evaluating the work of supervisors; planning and implementing new programs, therapies or activities; and evaluating the program's effectiveness, and its compliance with the contract requirements. Supervision is exercised over subordinates. The Program Manager exercises considerable initiative and judgment in planning and carrying out assignments; receives general administrative direction from an administrative superior.

EXAMPLES OF WORK:

Work may include, but is not limited to, the following examples:

1. Remains alert during working hours; attends work as scheduled, and complies with attendance policies.

2. Directs and manages the assigned program ensuring compliance with Agency policy, contractual accreditation and regulatory requirements.

3. Establishes and maintains current internal operating procedures for program in compliance with Agency policies and requirements of contractors.

4. Selects, trains, supervises, and evaluates staff.

5. Ensures that staff effectively implements programs as required by policy and contracts.

6. Ensures staff is trained in accordance with requirements of contracts, inclusive of new hire orientation and annual training.

7. Ensures that staff maintains compliance with the agency Code of Conduct and Standards established in contracts. Immediately reports violations.

8. Reviews and supervises work of subordinate staff through regular inspections, audits, and by observation and review of records, ensuring that all program requirements are achieved. Meets regularly with staff.

9. Completes/provides all required reports and correspondence in an accurate and timely manner as required by the agency and contractors.

10. Compiles information and prepares regular reports of program progress, achievements, and problems.

11. Ensures that Vice President and contractor receive timely reports of critical incidents.

12. Attends appropriate training and continuing education events.

13. Confers with public, private, and community organizations and agencies to enhance community relations program.

14. Serves as a representative of the agency, displaying courtesy, tact, consideration, and discretion in all interactions with officials, other members of the agency, with clients, and with the public.

15. Performs other related work as assigned.

EXAMPLES OF KNOWLEDGE, SKILLS, AND ABILITIES

Comprehensive knowledge of managerial techniques and administrative practices

Comprehensive knowledge of the assigned specialty area

Working knowledge of budgeting, fiscal management, grants, and contract management

Skill in preparing complete and accurate reports

Skill in identifying and resolving managerial problems such as work assignments, employee relations, employee development and morale

Ability to review, analyze and interpret rules, regulations, policies, and procedures as related to the assigned program

Ability to provide leadership to staff

Ability to develop short and long-range plans that meet established program objectives

Ability to develop, implement and manage programs and services to achieve positive program outcomes

Ability to establish and maintain effective working relationships with contracting officials, staff associates, the general public, and others

Ability to analyze and evaluate operations and take corrective action when necessary; to develop short and long range plans that meet established objectives and contribute to the overall goals and mission of the agency

Ability to communicate effectively

Ability to maintain confidentiality

REQUIREMENTS OF THE JOB

Physical		*Mental*	*Environmental*
On the job the employee must:		On the job the employee must:	On the job the employee must:
( ) Bend	( ) Walk	(X) Read/Comprehend	( ) Is exposed to excessive noise
( ) Sit	( ) Push/pull	(X) Write	( ) Is around moving machinery
( ) Squat	( ) Stand	(X) Perform Calculations	( ) Is exposed to mark changes in temperature and/or humidity
( ) Crawl	( ) Climb	(X) Communicate Orally	(X) Is exposed to dust, fumes, gases, radiation, microwave
(X) Use fine finger movements	(X) Handle Objects	(X) Reason and analyze	( ) Works in confined quarters
( ) Reach above shoulder level	( ) Kneel	( ) Other	
( ) Other			

Must carry/lift loads of:
(X) Light (up to 25 lbs)
( ) Moderate (25-50 lbs)
( ) Heavy (over 50 lbs)

EXPERIENCE AND EDUCATION QUALIFICATIONS

The successful candidate must possess:

1. A bachelor's degree from an accredited college or university in a social or behavioral science program, (e.g., social work, psychology, sociology or a related discipline); AND

2. Have four (4) or more years of successful experience in a related field; AND

3. A minimum of two (2) years' successful experience as a supervisor is preferred

NECESSARY SPECIAL QUALIFICATIONS

No candidate may be considered for employment who is, or has been for the past two (2) years under the supervision of Federal, State, County or Municipal Corrections Department nor have any pending felony or misdemeanor charges other than minor traffic charges.

Driving may be required for this position. The successful candidate must have and remain in possession of a valid current driver's license, automobile insurance, and be insurable under the agency's motor vehicle insurance policy.

All candidates for employment must meet the established minimum qualifications for employment as identified by the applicable regulatory agencies.

Employee Signature: _____ Date: _____

History

Original: 11/4/2011
Revised: 1/14/2013

HEARTLAND CENTER FOR BEHAVIORAL CHANGE

JOB DESCRIPTION

TITLE:	**CASE MANAGER**	**POSITION NUMBER:**	_____
REPORTS TO:	**SOCIAL SERVICE COORDINATOR OR PROGRAM MANAGER**	**CLASSIFICATION:**	**NON-EXEMPT**
PHI STATUS:	**LEVEL 3**	**REVISED:**	**1/14/2013**

GENERAL DESCRIPTION

This is a responsible position providing case management services to offenders assigned to a residential program. The case manager provides support and structure to residents throughout their program assignment. S/he conducts assessments of offenders and develops individualized program plans for offenders. The case manager assists each offender in achieving the measurable goals of the plan, updates it when necessary, prepares reports of progress and communicates significant offender issues to the supervisor.
Work is performed under supervision and reviewed through direct observation, reports, and staff conferences.

EXAMPLES OF WORK

Work may include, but is not limited to, the following examples:

1. Remains alert during working hours; attends work as scheduled, and complies with attendance policies.

2. Conducts comprehensive assessment of each offender using a standardized instrument. Uses results to complete an individualized program plan for the offender.

3. Evaluates offenders and documents results in case notes.

4. Participates in the offender disciplinary process to promote pro-social behavior changes among offenders and coordination of service delivery to individual offenders when appropriate.

5. Monitors, records, and reports offender participation, progress, and adjustment in achieving goals.

6. Participates as member of a team and provides clear and concise information regarding consumer problems, progress, and plans in a timely manner. Advocates for effective strategies for offender achievement of stated goals.

7. Arranges and refers consumers for services and resources and advocates on behalf of offenders to obtain needed services. Maintains a Resource Manual of services and resources to resolve offender needs.

8. Monitors service delivery and necessary follow-up to include verification of employment, release plan and pass sites as necessary.

9. Develops personalized plan to include review and approval/denial of community and social passes consistent with offender status and opportunities for appropriate community reintegration.

10. Develops discharge plan to include Release Plan development and preparation for termination of supervision when required.

11. Maintains offender case management file, taking care to ensure that all contract requirements are achieved in service provision. Maintains timely, legible, clear, concise, and well organized records of services provided.

12. Coordinates and cooperates with designated government representative in development of offender program objectives and scheduled meetings to review progress.

13. Ensures that supervisor receives timely and complete reports, as requested or required.

14. Displays courtesy, tact, consideration, and discretion in all interactions with officials, other members of the agency, with offenders, and with the public.

15. Maintains confidential information appropriately.

16. Reports violations of the Code of Conduct and contract standards of conduct immediately.

17. Adheres to established ethical and behavioral standards of conduct and continuing professional development.

18. May transport offenders to services and therapeutic activities, as required.

19. Performs other related work, as assigned.

EXAMPLES OF KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of social services

Knowledge of community resources

Familiarity with community corrections systems and current practices

Skill in preparing complete and accurate documents and reports

Skill in resolving conflicts and negotiating with others

Ability to develop and maintain accurate, legible, organized records, and to prepare timely reports

Ability to plan and organize working time effectively and to meet deadlines

Ability to comply with rules, regulations, policies, and procedures as related to the assigned program

Ability to establish and maintain effective working relationships with contracting officials, staff associates, the general public, and others

Ability to handle confidential information appropriately

Ability to communicate effectively, orally and in writing

Ability to recognize potential ethical problems and address in ethical manner

Ability to work with minimum direction

REQUIREMENTS OF THE JOB

Physical		*Mental*	*Environmental*
On the job the employee must:		On the job the employee must:	On the job the employee must:
( ) Bend	( ) Walk	(X) Read/Comprehend	( ) Is exposed to excessive noise
( ) Sit	( ) Push/pull	(X) Write	( ) Is around moving machinery
( ) Squat	( ) Stand	( ) Perform Calculations	( ) Is exposed to marked changes in temperature and/or humidity
( ) Crawl	( ) Climb	(X) Communicate Orally	(X) Is exposed to dust, fumes, gases, radiation, microwave
(X) Use fine finger movements	(X) Handle Objects	(X) Reason and analyze	( ) Works in confined quarters
( ) Reach above shoulder level	( ) Kneel	( ) Other	
( ) Other			

Must carry/lift loads of:
(X) Light (up to 25 lbs)
( ) Moderate (25-50 lbs)
( ) Heavy (over 50 lbs)

EXPERIENCE AND EDUCATION QUALIFICATIONS

The successful candidate must possess:

A bachelor's degree from an accredited college or university in a social or behavioral science program (e.g., social work, psychology, sociology or a related discipline).

NECESSARY SPECIAL QUALIFICATIONS

No candidate may be considered for employment who is, or has been for the past two (2) years under the supervision of Federal, State, County or Municipal Corrections Department nor have any pending felony or misdemeanor charges other than minor traffic charges.

Driving may be required for this position. The successful candidate must have and remain in possession of a valid current driver's license, automobile insurance, and be insurable under the agency's motor vehicle insurance policy.

All candidates for employment must meet the established minimum qualifications for employment as identified by the applicable regulatory agencies.

Current certification in CPR and First Aid or achieves certification within 60 days of employment. (Note: This certification must be maintained current throughout employment).

Employee Signature: _____ Date: _____

History
Original: 11/4/2011
Revised: 1/14/2013

HEARTLAND CENTER FOR BEHAVIORAL CHANGE

JOB DESCRIPTION

TITLE:	CHIEF OF SECURITY Correctional Transitional Unit (CTU)	POSITION NUMBER:	CTU
REPPRTS TO:	PROGRAM MANAGER	CLASSIFICATION:	EXEMPT
PHI STATUS:	LEVEL 3	REVISED:	1/14/2013

GENERAL DESCRIPTION

This is responsible, professional, supervisory work in a residential program. The Chief of Security directs and supervises the security program of a community based Residential Program for assigned offenders, ensuring that the facility is operated in accordance with the requirements of the Agency and those of the contractor. An employee of this class is expected to use initiative and work independently under the general supervision of a superior.

EXAMPLES OF WORK

Work may include, but is not limited to, the following examples:

1. Remains alert during working hours; attends work as scheduled, and complies with attendance policies.

2. Directs and supervises a security program in a community based residential program for offenders.

3. Establishes and maintains security measures for the protection of employees, residents, and the public.

4. Selects, trains, supervises, and evaluates staff.

5. Ensures that staff effectively implements an offender accountability program that meets the requirements of agency policies contract requirements.

6. Schedules staff and ensures that all shifts are properly manned.

7. Ensures security staff achieves all training requirements inclusive of new hire orientation, annual training and required training.

8. Ensures that security staff maintains compliance with agency Code of Conduct and Standards established in contracts. Reports violations immediately.

9. Reviews and supervises work of subordinate staff through regular inspections, audits, and by observation and review of records, ensuring that all security program requirements are achieved, (e.g., offender discipline, offender sign in/out logs, accountability checks for

offender at work, on pass, breathalyzer and pat search logs), and that all work is completed in a thorough and timely manner.

10. Reviews shift reports ensuring that all required work is completed. Takes appropriate corrective action when work is not performed in accordance with requirements.

11. Reports any breaches of security to immediate supervisor or other administrator and takes appropriate action to protect safety of others. Implements/directs required procedures in the event of an escape. Ensures that critical incident reports are completed in a timely and complete manner.

12. Takes necessary action in cases of security violations as required in the rules and regulations concerning the function of the security department.

13. Directs special investigations when necessary.

14. Compiles information and prepares regular reports of security program as directed by the Program Manager and/or government representatives for auditing and/or other purposes.

15. Ensures proper discipline and regulation of residents in accordance with contract and agency policies and procedures.

16. Attends all program staff meetings and trainings and serves as the liaison between the program staff and the security staff.

17. Responds on a 24 hour, 7 day basis to significant unusual occurrences.

18. Communicates effectively with the Contractors office. Displays courtesy, tact, consideration, and discretion in all interactions with officials, other members of the agency, with offenders, and with the public.

19. Maintains confidential information appropriately.

20. Adheres to established ethical and behavioral standards of conduct and continuing professional development.

21. May transport offenders to services and therapeutic activities, as required.

22. Performs other duties as may be assigned.

EXAMPLES OF KNOWLEDGE, SKILLS, AND ABILITIES

Comprehensive knowledge of security programs including their planning, implementation, and control

Working knowledge of general law enforcement methods and procedures

Skill in preparing complete and accurate reports

Organizational skills and the ability to multi-task

Skill in identifying and resolving managerial problems such as work assignments, employee relations, employee development and morale

Ability to plan, develops, implement, and take corrective action to maintain a security program of substantial scope and complexity

Ability to train, supervise and evaluate Security Officers and other security personnel

Ability to operate security equipment

Ability to exercise a high degree of initiative and judgment and to act quickly and responsibly in an emergency situation

Ability to establish and maintain effective working relationships with officials, staff, law enforcement agencies, and the general public

Ability to communicate effectively, both through oral and written communications

REQUIREMENTS OF THE JOB

Physical		*Mental*	*Environmental*
On the job the employee must:		On the job the employee must:	On the job the employee must:
(X) Bend	(X) Walk	(X) Read/Comprehend	( ) Is exposed to excessive noise
(X) Sit	(X) Push/pull	(X) Write	( ) Is around moving machinery
(X) Squat	(X) Stand	(X) Perform Calculations	( ) Is exposed to mark changes in temperature and/or humidity
(X) Crawl	(X) Climb	(X) Communicate Orally	(X) Is exposed to dust, fumes, gases, radiation, microwave
(X) Use fine finger movements	(X) Handle Objects	(X) Reason and analyze	( ) Works in confined quarters
(X) Reach above shoulder level	(X) Kneel	( ) Other	
( ) Other			

Must carry/lift loads of:
( ) Light (up to 25 lbs)
(X) Moderate (25-50 lbs)
( ) Heavy (over 50 lbs)

EXPERIENCE AND EDUCATION QUALIFICATIONS

The successful candidate must possess:

1. Possession of a high school diploma or GED; AND

2. Two (2) years experience in military or civilian security or law enforcement work, of which one (1) or more years must have been in a supervisory capacity.

NECESSARY SPECIAL QUALIFICATIONS

No candidate may be considered for employment who is, or has been for the past two (2) years under the supervision of Federal, State, County or Municipal Corrections Department nor have any pending felony or misdemeanor charges other than minor traffic charges.

Driving may be required for this position. The successful candidate must have and remain in possession of a valid current driver's license, automobile insurance, and be insurable under the agency's motor vehicle insurance policy.

All candidates for employment must meet the established minimum qualifications for employment as identified by the applicable regulatory agencies.

Current certification in CPR and First Aid or achieves certification within 60 days of employment. (Note: This certification must be maintained current throughout employment).

Employee Signature: _____ Date: _____

History
Original: 11/4/2011
Revised: 1/14/2013

HEARTLAND CENTER FOR BEHAVIORAL CHANGE

JOB DESCRIPTION

TITLE:	**SHIFT SUPERVISOR** **Correctional Transitional Unit (CTU)**	**POSITION NUMBER:**	**CTU**
REPORTS TO:	**CHIEF OF SECURITY**	**CLASSIFICATION:**	**NON-EXEMPT**
PHI STATUS:	**LEVEL 3**	**REVISED:**	**1/14/2013**

GENERAL DESCRIPTION

This is security work at a residential center for state offenders. The shift supervisor is responsible for order, safety, and security of the residential program during the assigned shift, following operating procedures. S/he is expected to implement security practices, by supervising security officers assigned to a shift of duty. The supervisor provides appropriate instruction and assistance to officers who provide such activities as: searches, counts, control of movement, monitoring resident behavior, implementing a behavior management system, verifying the location of residents as required, preparing reports, and the administration of the breathalyzer and urinalysis testing program. This position is expected to work independently, under the general supervision of the Chief of Security.

EXAMPLES OF WORK

Work may include, but is not limited to, the following examples:

1. Remains alert during working hours; attends work as scheduled, and complies with attendance policies.

2. Directs and supervises security officers during an assigned shift of duty.

3. Ensures that all required procedures are appropriately implemented and that assigned officers are performing assigned duties.

4. Coordinates offender accountability program during assigned shift, ensuring that all requirements are completed and recorded properly: searches, breathalyzer/drug testing, verification of offender locations, sign in/out logs, counts, medication controls, and other defined processes.

5. Conducts a shift briefing with assigned officers prior to the shift and passes on important information.

6. Trains, supervises, and evaluates staff. Monitors the performance of security officers and provides appropriate instruction, coaching, and training to maximize performance. Takes appropriate corrective action, when necessary.

7. Monitors attendance of assigned officers. Takes appropriate action to ensure sufficient staff coverage at all times. Ensures shift is properly manned.

8. Coordinates formal resident counts and ensures that all residents are accounted for during shift. Records results of all counts. Notifies supervisor and appropriate officials when a resident cannot be located or accounted for. Prepares appropriate documenting reports.

9. Ensures that all offender rule infractions are documented in disciplinary reports and that all reports are prepared in a timely and complete manner.

10. Ensures that assigned security staff complies with the agency Code of Conduct and Standards established in contracts. Immediately reports violations.

11. Reviews and supervises work of subordinate staff through regular inspections, audits, and by observation and review of records, ensuring that all security assignments on shift are achieved.

12. Compiles information and prepares shift reports ensuring that all required work was completed. Takes appropriate corrective action when work is not performed in accordance with requirements as established in policies and procedures.

13. Reports any breaches of security to immediate supervisor or other administrator and takes appropriate action to protect safety of others. Ensures that critical incident reports are completed in a timely and complete manner before officers are relieved of duty.

14. Takes necessary action in cases of security violations as required in the rules and regulations.

15. Implements emergency procedures, when necessary.

16. Attends meetings and trainings as required.

17. Maintains confidentiality appropriately.

18. Performs other duties as may be assigned.

EXAMPLES OF KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of security practices

Working knowledge of offender accountability program

Organizational skills and the ability to multi-task

Skill in identifying and resolving managerial problems such as work assignments, employee relations, employee development and morale

Ability to implement detailed procedures through others

Ability to train, supervise, and evaluate Security Officers

Ability to operate security equipment

Ability to exercise a high degree of initiative and judgment and to act quickly and responsibly in an emergency situation

Ability to establish and maintain effective working relationships with staff, other agency personnel, law enforcement agencies, and the general public

Ability to communicate effectively, both through oral and written communications

REQUIREMENTS OF THE JOB

Physical		*Mental*	*Environmental*
On the job the employee must:		On the job the employee must:	On the job the employee must:
(X) Bend	(X) Walk	(X) Read/Comprehend	( ) Is exposed to excessive noise
(X) Sit	(X) Push/pull	(X) Write	( ) Is around moving machinery
(X) Squat	(X) Stand	(X) Perform Calculations	( ) Is exposed to mark changes in temperature and/or humidity
(X) Crawl	(X) Climb	(X) Communicate Orally	(X) Is exposed to dust, fumes, gases, radiation, microwave
(X) Use fine finger movements	(X) Handle Objects	(X) Reason and analyze	( ) Works in confined quarters
(X) Reach above shoulder level	(X) Kneel	( ) Other	
( ) Other			
Must carry/lift loads of:			
( ) Light (up to 25 lbs)			
(X) Moderate (25-50 lbs)			
( ) Heavy (over 50 lbs)			

EXPERIENCE AND EDUCATION QUALIFICATIONS

1. Possession of a high school diploma or GED; AND

2. One (1) years' experience in military, civilian security, law enforcement, or relevant work in the field of Corrections.

NECESSARY SPECIAL QUALIFICATIONS

No candidate may be considered for employment who is, or has been for the past two (2) years under the supervision of Federal, State, County or Municipal Corrections Department nor have any pending felony or misdemeanor charges other than minor traffic charges.

Driving may be required for this position. The successful candidate must have and remain in possession of a valid current driver's license, automobile insurance, and be insurable under the agency's motor vehicle insurance policy.

All candidates for employment must meet the established minimum qualifications for employment as identified by the applicable regulatory agencies.

Current certification in CPR and First Aid or achieves certification within 60 days of employment. (Note: This certification must be maintained current throughout employment).

Employee Signature: _____ Date: _____

History

Original: 4/19/2012
Revised: 1/14/2013

Heartland Center for Behavioral Change

JOB DESCRIPTION

Title:	**Assistant Shift Supervisor**	**Position Number: CTU**
	Correctional Transitional Unit (CTU)	
Reports to:	**Shift Supervisor**	**Classification: Non Exempt**
PHI Status:	**Level 3**	**Revised Date: 12/27/2012**

GENERAL DESCRIPTION

This is responsible entry level security work at an residential center for offenders. The assistant shift supervisor relieves and assists the supervisor in maintaining the order, safety, and security of the Program. S/he is expected to implement the security practices by supervising security officers. The assistant supervisor relieves or assists in providing appropriate instruction and assistance to officers who conduct activities that include: searches, counts, control of movement, monitoring resident behavior, implementing a behavior management system, verifying the location of residents as required, preparing reports, and the administration of the breathalyzer and urinalysis testing program. This position is expected to work independently, under the general supervision of the shift supervisor.

EXAMPLES OF WORK:

Relieves the shift supervisor and assumes responsibility for the shift as directed in the following examples:

1. Remains alert during working hours; attends work as scheduled, and complies with attendance policies.

2. Directs and supervises security officers during an assigned shift of duty.

3. Ensures that all required procedures are appropriately implemented and that assigned officers are performing assigned duties.

4. Coordinates offender accountability program during assigned shift, ensuring that all requirements are completed and recorded properly: searches, breathalyzer/drug testing, verification of offender locations, sign in/out logs, counts, medication controls, and other defined processes.

5. Conducts a shift briefing with assigned officers prior to the shift and passes on important information.

6. Trains and supervises others

7. Monitors attendance of assigned officers. Takes appropriate action to ensure sufficient staff coverage at all times. Ensures shift is properly manned.

8. Coordinates formal resident counts and ensures that all residents are accounted for during shift. Records results of all counts. Notifies supervisor and appropriate officials when a resident cannot be located or accounted for. Prepares appropriate documenting reports.

9. Ensures that all offender rule infractions are documented in disciplinary reports and that all reports are prepared in a timely and complete manner.

10. Ensures that assigned security staff complies with the Agency's Code of Conduct and Standards of Conduct established by contract. Immediately reports integrity violations.

11. Reviews and supervises work of subordinate staff through regular inspections, audits, and by observation and review of records, ensuring that all security assignments on shift are achieved.

12. Compiles information and prepares shift reports ensuring that all required work was completed. Takes appropriate corrective action when work is not performed in accordance with requirements.

13. Reports any breaches of security to immediate supervisor or other administrator and takes appropriate action to protect safety of others. Ensures that critical incident reports are completed in a timely and complete manner before officers are relieved of duty.

14. Takes necessary action in cases of security violations as required in the rules and regulations.

15. Implements emergency procedures, when necessary.

16. Attends meetings and trainings as required.

17. Maintains confidentiality appropriately.

18. Performs other duties as may be assigned.

EXAMPLES OF KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of security practices

Working knowledge of offender accountability program

Organizational skills and the ability to multi-task

Skill in identifying and resolving managerial problems such as work assignments, employee relations, employee development and morale

Ability to implement detailed procedures through others

Ability to train, supervise, and evaluate Security Officers

Ability to operate security equipment

Ability to exercise a high degree of initiative and judgment and to act quickly and responsibly in an emergency situation

Ability to establish and maintain effective working relationships with staff, other agency personnel, law enforcement agencies, and the general public

Ability to communicate effectively, both through oral and written communications

REQUIREMENTS OF THE JOB

Physical		*Mental*	*Environmental*
On the job the employee must:		On the job the employee must:	On the job the employee must:
(X) Bend	(X) Walk	(X) Read/Comprehend	( ) Is exposed to excessive noise
(X) Sit	(X) Push/pull	(X) Write	( ) Is around moving machinery
(X) Squat	(X) Stand	(X) Perform Calculations	( ) Is exposed to mark changes in temperature and/or humidity
(X) Crawl	(X) Climb	(X) Communicate Orally	(X) Is exposed to dust, fumes, gases, radiation, microwave
(X) Use fine finger movements	(X) Handle Objects	(X) Reason and analyze	( ) Works in confined quarters
(X) Reach above shoulder level	(X) Kneel	( ) Other	
( ) Other			
Must carry/lift loads of:			
( ) Light (up to 25 lbs)			
(X) Moderate (25-50 lbs)			
( ) Heavy (over 50 lbs)			

EXPERIENCE AND EDUCATION QUALIFICATIONS

1. Possession of a high school diploma or GED; AND

2. One (1) year experience in military, civilian security, law enforcement, or relevant work in the field of Corrections.

NECESSARY SPECIAL QUALIFICATIONS

No candidate may be considered for employment who is, or has been for the past two (2) years under the supervision of Federal, State, County or Municipal corrections department nor have any pending felony or misdemeanor charges other than minor traffic charges.

Driving may be required for this position. The successful candidate must have and remain in possession of a valid current driver's license, automobile insurance, and be insurable under the agency's motor vehicle insurance policy.

All candidates for employment must meet the established minimum qualifications for employment as identified by the applicable regulatory agencies.

Current certification in CPR and First Aid or achieves certification within 60 days of employment. (Note: This certification must be maintained current throughout employment).

Employee Signature: _____ Date: _____

History

Original: 4/19/2012
Reviewed: 12/27/2012
Revised: 12/27/2012

HEARTLAND CENTER FOR BEHAVIORAL CHANGE

JOB DESCRIPTION

TITLE:	**SECURITY OFFICER** **Correctional Transitional Unit (CTU)**	**POSITION NUMBER:**	**CTU**
REPORTS TO:	**SHIFT SUPERVISOR**	**CLASSIFCATION:**	**NON-EXEMPT**
PHI STATUS:	**LEVEL 3**	**REVISED:**	**1/14/2013**

GENERAL DESCRIPTION

This is entry level security work at a residential center for offenders. The security officer provides order, safety, and security of the Center during the assigned shift, following operating procedures. S/he is expected to follow offender accountability instructions and to conduct such activities as: searches, counts, control of movement, monitoring and reporting resident behavior, implementing a behavior management system, verifying the location of residents as required, preparing reports, and the administration of the breathalyzer and urinalysis testing program. This position is expected to work independently, under general supervision.

EXAMPLES OF WORK:

Work may include, but is not limited to, the following examples:

1. Remains alert during working hours; attends work as scheduled, and complies with attendance policies.

2. Conducts regular rounds through the building observing the demeanor of residents and taking necessary action to ensure that the safety and order of the Center.

3. Prepares and submits written reports of offender infractions of laws, regulations, and or rules in a timely and complete manner, prior to leaving duty.

4. Conducts searches of residents and property follows established procedures. Completes proper reports.

5. Performs breathalyzer/drug testing of offenders, following established procedures. Completes proper reports.

6. Verifies authorizations for residents entering or leaving the Center; requires each to complete sign in/out logs.

7. Conducts resident counts following established procedures and reports results.

8. Verifies the location of off-site offenders by telephone or through in person visits to the destination, as instructed.

9. Provides medication to offenders, as required. Records each distribution.

10. Attends shift briefings and follows direction of supervisor.

11. Takes necessary action to protect resident health when emergent medical or mental health needs are observed or reported.

12. *Assists in implementing emergency procedures.*

13. Complies with Agency Code of Conduct and Standards established in contracts. Immediately reports integrity violations.

14. Compiles information and completes records as required.

15. Reports any breaches of security to immediate supervisor or other administrator and takes appropriate action to protect safety of others. Completes critical incident reports in a timely and complete manner before leaving duty.

16. Takes necessary action in cases of security violations as required in the rules and regulations.

17. Attends meetings and trainings as required.

18. Maintains confidentiality appropriately

19. Performs other duties as may be assigned.

EXAMPLES OF KNOWLEDGE, SKILLS, AND ABILITIES

Introductory knowledge of basic security practices

Organizational skills and the ability to multi-task

Skill in writing reports

Ability to implement detailed procedures

Ability to follow instructions explicitly

Ability to operate security equipment

Ability to exercise a high degree of initiative and judgment and to act quickly and responsibly in an emergency situation

Ability to establish and maintain effective working relationships with officials, staff, law enforcement agencies, and the general public

Ability to communicate effectively, both through oral and written communications

Ability to meet the physical demands of the position with or without corrective devices

REQUIREMENTS OF THE JOB

Physical		*Mental*	*Environmental*
On the job the employee must:		On the job the employee must:	On the job the employee must:
(X) Bend	(X) Walk	(X) Read/Comprehend	( ) Is exposed to excessive noise
(X) Sit	(X) Push/pull	(X) Write	( ) Is around moving machinery
(X) Squat	(X) Stand	(X) Perform Calculations	( ) Is exposed to mark changes in temperature and/or humidity
(X) Crawl	(X) Climb	(X) Communicate Orally	(X) Is exposed to dust, fumes, gases, radiation, microwave
(X) Use fine finger movements	(X) Handle Objects	(X) Reason and analyze	( ) Works in confined quarters
(X) Reach above shoulder level	(X) Kneel	( ) Other	
( ) Other			

Must carry/lift loads of:
( ) Light (up to 25 lbs)
(X) Moderate (25-50 lbs)
( ) Heavy (over 50 lbs)

EXPERIENCE AND EDUCATION QUALIFICATIONS

1. Possession of a high school diploma or GED

NECESSARY SPECIAL QUALIFICATIONS

No candidate may be considered for employment who is, or has been for the past two (2) years under the supervision of Federal, State, County or Municipal Corrections Department nor have any pending felony or misdemeanor charges other than minor traffic charges.

Driving may be required for this position. The successful candidate must have and remain in possession of a valid current driver's license, automobile insurance, and be insurable under the agency's motor vehicle insurance policy.

All candidates for employment must meet the established minimum qualifications for employment as identified by the applicable regulatory agencies.

Current certification in CPR and First Aid or achieves certification within 60 days of employment. (Note: This certification must be maintained current throughout employment).

Employee Signature: _____ Date: _____

History
Original: 11/04/2011
Revised: 1/14/2013