



**Office of State Courts Administrator
P.O. Box 104480
2112 Industrial Drive
Jefferson City, Missouri 65110- 4480**

AMENDMENT 001

RFP NO. OSCA 14-042

**TITLE: Specialized Treatment Provider
for Treatment Court**

ISSUE DATE: March 5, 2014

CONTACT: Russell Rottmann

PHONE NO.: (573)522-6766

E-MAIL: osca.contracts@courts.mo.gov

RETURN PROPOSALS NO LATER THAN: MARCH 17, 2014

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package.

RETURN PROPOSAL TO:

(U.S. Mail)

**Office of State Courts Administrator
Attn: Contract Unit or
PO Box 104480
Jefferson City Mo 65110 - 4480**

(Courier Service)

**Office of State Courts Administrator
Attn: Contract Unit
2112 Industrial Dr
Jefferson City Mo 65109**

CONTRACT PERIOD: DATE OF AWARD THROUGH JUNE 30, 2015

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

VARIOUS LOCATIONS THROUGHOUT THE STATE OF MISSOURI

The vendor 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. The vendor further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order or when this RFP is countersigned by an authorized official of the Office of State Courts Administrator, a binding contract shall exist between the vendor and the Office of State Courts Administrator.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE <i>Elaine Campbell</i>		DATE 3/14/14
PRINTED NAME ELAINE CAMPBELL		TITLE President
COMPANY NAME Missouri ALCOHOL DRUG ASSESSMENT CONSULTANTS, INC. M.A.D.A.C., INC.		
MAILING ADDRESS 100 E. MAIN		
CITY, STATE, ZIP UNION, Missouri 63084		
E-MAIL ADDRESS ecampbell17@hotmail.com		FEDERAL EMPLOYER ID NO. 27-3473803
PHONE NO. 636-584-0808	FAX NO. 888-512-7890	

NOTICE OF AWARD (OSCA USE ONLY)

ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS: <i>AS SUBMITTED</i>		
CONTRACT NO. <i>OSCA 14-042-22</i>	CONTRACT PERIOD <i>July 1, 2014 through June 30, 2015</i>	
CONTRACTS COORDINATOR <i>Herbert G. Conner</i>	DATE <i>4-22-2014</i>	DEPUTY STATE COURTS ADMINISTRATOR <i>[Signature]</i>

Missouri Alcohol Drug Assessment Consultants, Inc.,

1014E West Hwy 28
Owensville, Mo. 65066

100 E. Main St.
Union, Mo. 63084

Telephone: 573-437-7347
Facsimile: 888-512-7890

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Email: ejcampbell1@hotmail.com

March 14, 2014

Office of State Courts Administrator
Attn: Contract Unit
212 Industrial Drive
Jefferson City, MO 65109

RE: RFP No. OSCA 14-042

To Whom It May Concern:

Enclosed please find our Proposal for the RFP No. OSCA 14-042.

Please call 636-584-0808, if you have any questions.

Sincerely,



Elaine Campbell, CRAADC
Program Administrator

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for Treatment Court**

ISSUE DATE: March 5, 2014

CONTACT: Russell Rottmann

PHONE NO.: (573)522-6766

E-MAIL: osca.contracts@courts.mo.gov

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CONTRACT NO.	CONTRACT PERIOD	
CONTRACTS COORDINATOR	DATE	DEPUTY STATE COURTS ADMINISTRATOR

AMENDMENT 001 TO RFP OSCA 14-016

TITLE: SPECIALIZED TREATMENT PROVIDER FOR TREATMENT COURT

Prospective Offerors are hereby notified of the following changes and/or clarification:

Changes made to the following section:

2.19



**Office of State Courts Administrator
P.O. Box 104480
2112 Industrial Drive
Jefferson City, Missouri 65110- 4480**

**RFP NO. OSCA 14-042
TITLE: Specialized Treatment Provider
for Treatment Court
ISSUE DATE: February 24, 2014**

**CONTACT: Russell Rottmann
PHONE NO.: (573)522-6766
E-MAIL: osca.contracts@courts.mo.gov**

RETURN PROPOSALS NO LATER THAN: MARCH 17, 2014

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COMPANY NAME Missouri Alcohol Drug Assessment Consultants, INC. <i>M.A.D.A.C. INC.</i>		
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CONTRACT NO.		CONTRACT PERIOD
CONTRACTS COORDINATOR	DATE	DEPUTY STATE COURTS ADMINISTRATOR

1.0 INTRODUCTION AND GENERAL INFORMATION

1.0.1 This document constitutes a Request for Proposals (RFP) from prospective vendors for the development of a qualified vendor list for various specialized services related to drug treatment programs. These programs will be used as directed by the treatment courts located in various counties throughout the state of Missouri. Contracts established as a result of this RFP, will be used on an as needed, if needed basis, in accordance with the requirements and provisions stated herein.

1.0.2 The resulting contracts shall not be construed as an exclusive agreement. The Office of State Courts Administrator hereafter referred to as OSCA, or the local treatment court(s) reserve the right to secure identical and/or similar services from other sources at any time in conjunction with, or in replacement of the services acquired hereunder. On a case-by-case basis, the selection of treatment providers shall be at the sole discretion of the local treatment court.

1.1 Background Information

OSCA on behalf of the Drug Courts Coordinating Commission (DCCC) is seeking to establish contracts for substance abuse treatment services to help address the needs of substance abusing participants for the treatment court programs in the state of Missouri. The following types of treatment court programs are currently in operation: Adult Drug Court, Family Drug Court, Juvenile Drug Court, Veterans Treatment Court and DWI Court.

1.1.1 The courts participate in the development of treatment programs for treatment court participants in various counties throughout the state. See Attachment #1 for a listing of operational treatment courts in Missouri.

1.1.2 It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise OSCA if any language, specifications or requirements of the 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 vendors regarding specifications, requirements, competitive proposal process, etc., must be directed to OSCA, unless the RFP specifically refers the vendor to another contact. Such communication should be received at least ten (10) calendar days prior to the official proposal response date.

1.1.3 Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an amendment to the RFP of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the RFP, any questions received less than ten (10) calendar days prior to the RFP opening date may not be answered.

1.1.4 Vendors are cautioned that the only official position of OSCA is that which is issued 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. OSCA reserves the right to officially amend or cancel an RFP after issuance

1.1.5 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. Any manufacturer's 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 vendor 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. The vendor 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.

1.1.6 OSCA monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors 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.

1.2 Definitions

- a. "Amendment" means a written, official modification to the RFP or contract.
- b. "Vendor" means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, services, supplies, and/or services as required in the RFP document.
- c. "Contractor" means the same as vendor.
- d. "May" means that a certain feature, component, of action is permissible, but not required.
- e. "Must" means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive.
- f. "Will" and "shall" have the same meaning as the word must.
- g. "Should" means that a certain feature, component, and/or action is desirable but not mandatory.
- h. "Significant other" is defined as a spouse, parent, live-in partner or child of the client.

1.2.1 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.

2.0 PERFORMANCE REQUIREMENTS

The contractor shall provide services for the treatment courts in accordance with the provision and requirements stated herein on an as needed, if needed basis. OSCA and the treatment courts make no specific guarantee of a minimum or maximum number of units of service that may be utilized under this contract.

2.0.1 The contractor shall:

- Be certified by the Missouri Department of Mental Health (DMH), Division of Behavioral Health, as a substance abuse treatment provider,
- Remain certified for the duration of the contract,
- Serve participants referred by the treatment court and are domiciled in Missouri,
- Agree and understand that the treatment court is the sole referral source for this contract and must approve changes, including termination, of any participant in the program,
- Offer services in the evenings and/or on weekends and work with treatment court(s) on the development of provisions for emergency counseling and/or evaluation,
- Participate in any research project or outcome study initiated by or required of OSCA or the treatment court(s), and
- Not connect a personal computer or electronic computing device to an OSCA computer or network without prior written approval from OSCA.

2.0.2 It is highly desirable that the contractor provide services:

- For all counties within a judicial circuit,
- To all participants referred within the county awarded, specified on the pricing pages,
- If the contractor has a program site in the county of an awarded treatment court, then the participant(s) shall be responsible for their own transportation to the program site.
- If the contractor does not have a program site in the county of an awarded treatment court, then the vendor shall provide transportation to and from the program site when the participant does not have a means of transportation.

2.0.3 The treatment court shall have the authority to determine the composition of groups, for counseling and education purposes for their referrals.

- 2.0.4 If the contractor elects or is required to vacate their current facilities, the contractor shall notify OSCA and the treatment court(s) in writing, a minimum of thirty (30) days prior to the date. If the contractor is relocating, the facility should meet the approval of the treatment court(s).
- 2.0.5 An evidence-based, manualized curriculum is recommended. A list of evidence-based practices is provided under the National Registry of Evidence based Programs and Practices (NREPP). Cognitive Behavioral intervention is recommended with the use of the Risk and Needs Triage (RANT®). Medication Assisted Treatment (MAT) is recommended to be an available option.
- 2.0.6 Any programmatic changes to this contract as a result of state statute, rule, regulation, or court order adopted after the proposal receipt, which would materially alter the services to be provided shall be accomplished by a formal contract amendment.

2.1 Cost Avoidance

The treatment court should be the last source of payment for services after all other sources of payment have been exhausted. The vendor should avoid costs for services that are subject to payment from a third party health insurance carrier. If a third party requires the member to pay any cost-sharing (such as co-payment, coinsurance, or deductible) the treatment court shall pay the cost-sharing amounts. The treatment court's liability for such cost-sharing amounts shall not exceed the amount the treatment court would have paid under the vendor's price for the service.

- 2.1.1 The vendor should maintain information detailing third party savings. OSCA may request this information during the contract period (Example: see Attachment 2). The vendor shall maintain records in such a manner as to ensure that all money collected from third party resources may be identified on behalf of participants. The vendor shall make these records available for audit and review and certify that all third party collections are identified and used as a source of revenue.

- 2.1.2 The vendor may retain up to one hundred (100) percent of its third party collections if all of the following conditions exist:

- Total collections received do not exceed the total amount of the vendor's financial liability for the participant.
- There are no payments made by OSCA related to fee-for-service.
- Such recovery is not prohibited by Federal or State law.

2.2 Program Services

2.2.1 Assessment

The treatment provider shall conduct an assessment of each client, unless referred to the Early Intervention Program. This service shall include the following for clients admitted to an outpatient program: 1) An intake process which shall consist of the initial screening interview to determine the appropriateness for admission and the administrative and initial assessment procedures related to admission into the program, (2) A complete evaluation/assessment of each client for an individualized treatment plan.

2.2.2 Assessment – Five-Axis Diagnosis

In addition to the above assessment, a multi-axial diagnosis, based on the DSM-IV, rendered by a qualified diagnostician may be requested. The axes are defined as follows:

- Axis I: Clinical Disorders, including major mental disorders, substance use disorders, and learning disorders (common disorders include depression, anxiety disorders, bipolar disorder, ADHD, autism spectrum disorders, and schizophrenia).
- Axis II: Personality disorders and mental retardation (Axis II disorders include personality disorders: paranoid personality disorder, schizoid personality disorder, schizotypal personality disorder, borderline personality disorder, antisocial personality disorder, narcissistic personality disorder, histrionic personality disorder, avoidant personality disorder, dependent personality disorder, obsessive-compulsive personality disorder and mental retardation.)
- Axis III: Acute medical conditions and physical disorders (common Axis III disorders include brain injuries and other medical/physical disorders which may aggravate existing diseases or present symptoms similar to other disorders).
- Axis IV: Psychosocial and environmental factors contributing to the disorder.

- Axis V: Global Assessment of Functioning or Children's Global Assessment Scale for children and teens under the age of 18.
- Note: Upon implementation of the DSM-5/ICD-10, the contractor shall be expected to render diagnoses in accordance with DBH requirements.

2.2.3 Assessment Update

In the event a treatment court participant has received the assessment from any program operated by the contractor within the past six (6) months, the contractor shall administer an assessment update upon admission. This service consists of an update of a consumer's assessment and an evaluation to develop treatment recommendations.

2.2.3.1 The assessment and diagnostic update must be administered in accordance with the following Department protocol:

- Must be completed by a Qualified Substance Abuse Professional (QSAP);
- Should not be completed when consumers transition from the various levels of service within the same agency;
- The assessment and diagnostic update shall consist of a new face-to-face diagnostic evaluation completed by a qualified diagnostician as defined in certification standards.

2.3 Case Management/Community Support

Case management is defined as services which links the participant and/or significant other(s) to community resources and monitors the services throughout the treatment court program. Transportation services are not to be billed as case management. Community Support services shall be delivered to those enrolled in a CSTAR program. Community support consists of specific activities conducted with or on behalf of a person in accordance with an individualized treatment plan. Services are provided to maximize an individual's immediate and continued community functioning while achieving and sustaining recovery/resiliency from mental illness and/or substance use disorders. These services are delivered in an amount and scope defined by each individual's plan, and not all plans will contain all services.

2.4 Communicable Diseases Risk Assessment, Education, Testing & Counseling

The contractor shall:

- Have a working relationship with the local health department, physician or other qualified healthcare provider in the community to provide any necessary testing services for human immunodeficiency virus (HIV), tuberculosis (TB), sexually transmitted diseases (STDs), and hepatitis,
- Arrange for HIV, TB, STDs and hepatitis testing to be available to the treatment court participant at any time during the course of the treatment,
- Make referrals and cooperate with appropriate entities to ensure coordinated treatment, as appropriate, is provided for any participant with positive test,
- Arrange individual counseling for consumers prior to testing for HIV. In the event the contractor elects to provide HIV pre-test counseling, counseling shall be provided in accordance with the Missouri Department of Health and Senior Services (DHSS) Rule (19 CSR 20-26.030), as mandated by state law,
- Arrange individual post-test counseling for consumers who test positive for HIV or TB. Contractor staff providing post-test counseling must be knowledgeable about additional services and care coordination available through the DHSS, and
- Provide group education with substance abusers and/or significant others of abusers to discuss risk reduction and the myths and facts about HIV/TB/STD/hepatitis and the risk factors for contracting these disease.

2.5 Day Treatment

Day treatment services shall consist of a comprehensive package of services and therapeutic structured activities designed to achieve and promote recovery from substance abuse/dependence and improve consumer functioning. It shall include structured therapeutic activities and group education. Day treatment is delivered in the Community Based Primary Treatment level of care.

2.6 Detoxification (Social Setting)

Social setting detoxification services consist of 24-hour, supervised monitoring, aid, counseling and medication administration, as prescribed, to assist an intoxicated person's withdrawal from alcohol, other drugs, or both, in a safe, humane, and effective manner. This level of care is provided by trained staff in a residential setting.

2.7 Detoxification (Modified Medical) This service consists of 24-hour, medically supervised monitoring, aid, and counseling and medication administration, as prescribed, to assist an intoxicated person's withdrawal from alcohol, other drugs, or both, in a safe, humane, and effective manner. A licensed physician or advanced practice nurse (APN) who is engaged in a collaborative practice arrangement, as defined by law, must be on call at all times. All services shall be delivered under the direction of a licensed physician or APN in accordance with physician/APN-approved policies and physician/APN-monitored procedures or clinical protocols. This service shall be supervised by a registered nurse (RN) with relevant education, experience and competency. Appropriate nurse staffing patterns must be maintained to meet the care needs of each consumer and must have registered or licensed nursing staff present 24 hours per day. Counseling, community support work, and other services as necessary shall be provided to resolve immediate crises.

2.8 Early Intervention (Intake)

Early Intervention is designed for adult drug court and veterans treatment court participants who score low risk/low need on the RANT™ (Quadrant 4). A clinical assessment is not needed for participants who score low risk/low need, however an intake session (consisting of approximately ½ hour) will be needed to schedule classes and gather information.

2.9 Early Intervention (Group Education)

Early Intervention is designed for adult drug court and veterans treatment court participants who score low risk/low need on the RANT™ (Quadrant 4). Group education will consist of approximately ten one-hour to 1.5 hour sessions. Groups should be comprised of two or more offenders offered over an 8 to 12 week period with participants able to enter and exit the group at any time during the group topic rotation after meeting program requirements.

2.9.1 Topics for Early Intervention groups shall include:

- **Myth-Busting:** Substances and Addiction: Present factual information about drug effects; expand awareness of the behavioral, medical and psychological consequences of substance abuse; facilitator and group members challenge and correct the distorted beliefs about substance use and abuse.
- **Impact of Substance Abuse on Families and Social Relationships:** Understand the effects of substance abuse on the family; learn resources available for the recovery process of family members.
- **Motivation and Stages of Change:** Understand stages of change theory; help consumers reframe the impact of substance abuse on their lives; develop an internal need for behavioral change.
- **Decision Making and Understanding Criminal Thinking Errors:** Learn how thoughts and emotions contribute to behavior; learn that thoughts and emotions can be controlled; identify thoughts, emotions and behaviors related to consequences.
- **Life Management and Goal Setting:** Review significant events in life since birth; prioritize aspects of life; discuss and set life goals; examine conflict between goals and past behaviors; managing life; managing money.
- **Anger Management and the Happy Home:** Educate about anger and interpersonal relationships; develop self-control skills to manage overwhelming emotions; teach specific anger management techniques such as time-outs and conflict resolution; teach functional family relationships.
- **Stress Management:** Consumers will learn about stress management techniques that can be helpful in recovery such as meditation, relaxation training, exercise, nutrition and spiritual development.
- **What is Recovery?:** Learn recovery skills; learn basic tools of recovery; understand triggers and cravings; learn techniques for stopping thoughts that can lead to substance abuse.
- **Relapse Prevention for Substance Abuse and Criminal Thinking:** Addresses the following topics: is alcohol use ok for me?; avoiding idle time; understanding relapse drift; how work life affects recovery; guilt and shame; sex and recovery; warning signs of relapse; new friends.

2.10 *Early Intervention (Motivational Interviewing – Individual)*

Early Intervention is designed for adult drug court and veterans treatment court participants who score low risk/low need on the RANT™ (Quadrant 4). This shall consist of two to three Motivational Interviewing (MI) individual counseling sessions. The individual MI sessions shall occur at the beginning and end of the 8-12 week early intervention program period. The MI session provides the opportunity to encourage and reinforce healthy life plans and decisions.

2.11 *Extended Day Treatment*

The contractor shall provide Extended Day Treatment services, as appropriate. This service shall provide consultative services by a Registered Nurse for the purpose of monitoring and managing a consumer's health.

2.11.1 Key service functions shall include:

- Evaluation of the participant's physical condition and the need for detoxification services;
- Obtaining initial patient medical histories and vital signs;
- Monitoring health status during social setting detoxification;
- Monitoring general health needs and meeting with participants about medical concerns;
- Disease prevention, risk reduction and reproductive health education;
- Triaging medical conditions that occur during treatment and managing medical emergencies;
- Conferring with a physician as necessary or advocating for medical services through managed care organizations;
- Arranging or monitoring special dietary needs for medical conditions;
- Reviewing medication requirements with participant, educating the individual about the benefits of taking medications as prescribed and monitoring medication compliance;
- Educating participants about the medication(s) prescribed to them;
- Consulting with the physician or pharmacy to confirm medications prescribed;
- Consulting with participants on use of over-the-counter medications and monitoring their use;
- Therapeutic injection of medication (subcutaneous or intramuscular);
- Monitoring lab levels including consultation with physicians, consumers, and clinical staff;
- Coordination of medication needs with pharmacies, clients, and families, including the use of indigent drug programs;
- Monitoring medication side-effects including the use of standardized evaluations; and
- Monitoring physician orders for treatment modifications requiring patient education.

2.12 *Family Conference*

Family Conference is defined as a service that coordinates care with, and enlists the support of, the natural support system through meeting with family members, referral sources, and significant others about the participant's treatment plan and discharge plan. Staff providing Family Conference services must be a Qualified Substance Abuse Professional (QSAP) or Associate Substance Abuse Counselor.

2.13 *Family Therapy*

Family Therapy is the planned, face-to-face, goal-oriented, therapeutic interaction with qualified staff to address and resolve problems in family interaction related to the substance abuse problem and recovery. Qualified staff, unless prior approval has been obtained for others shall include a person licensed in Missouri as a marital and family therapist or who is certified by the American Association of Marriage and Family Therapists; or who meets the other requirements specified in 9 CSR 30-3.110.

2.14 *Group Counseling (Associate SA Counselor)*

Group counseling services provided by a trainee that meets requirements for registration, supervision, and professional development as set forth by either the Missouri Substance Abuse Professional Credentialing Board (MSAPCB) or the appropriate board of professional registration within the Missouri Division of Professional Registration for licensure as a psychologist, professional counselor, social worker or marital and family therapist.

2.14.1 Group counseling is the goal-oriented therapeutic interaction among a counselor and two or more consumers designed to promote client functioning and recovery through disclosure and interpersonal interaction among

group members. Groups cannot exceed 12 clients. Drug Court best practices recommend groups of 6-12 participants with two facilitators are the most effective.

2.15 Group Counseling (QSAP)

Group counseling provided by a Qualified Substance Abuse Professional who demonstrates substantial knowledge and skill regarding substance abuse by being one of the following:

- A physician or mental health professional, licensed in Missouri and practicing within their scope of work, with at least one year of full-time substance abuse treatment experience;
- A person certified or registered through MSAPCB as a substance abuse professional;
- A provisionally licensed mental health professional in Missouri with at least one year of full-time substance abuse treatment experience.

2.15.1 Group counseling is the goal-oriented therapeutic interaction among a counselor and two or more consumers designed to promote client functioning and recovery through disclosure and interpersonal interaction among group members. Groups cannot exceed 12 clients. Drug Court best practices recommend groups of 6-12 participants with two facilitators are most effective.

2.16 Group Counseling (Collateral Relationship)

Group Counseling (Collateral Relationship) consists of face-to-face counseling and/or education, designed to address and resolve issues related to codependency and alcohol and/or other drug abuse in the family, provided to two (2) or more family members age thirteen (13) or older and/or below the age of thirteen (13) if such family member possesses the requisite social and verbal skills to participate in and benefit from counseling. Group collateral relationship counseling may be provided by a family therapist or a QSAP for groups that include members aged 13 years or older. Those involving younger children must be provided by staff whose qualifications are outlined in 9 CSR 30-3.110. Group size shall not exceed 12 members.

2.16.1 In the event two or more members from a family attend the same group counseling session, an invoice may be submitted for only one of the family members. However, a progress note shall be entered in the records of all family members who are active consumers.

2.17 Group Education

Group education is the presentation and application of recovery-related information, including group discussion, to consumers in accordance with individualized treatment plans. Group sizes shall not exceed an average of 30 clients per calendar month.

2.18 Group Education (Trauma Related)

Group Education (Trauma Related) is the presentation of recovery and trauma related information and its application, along with group discussion, directly related to the attainment of individualized treatment plan objectives. The contractor shall use evidence-based models of trauma treatment provided by staff with specific training related to trauma and addiction. Trauma Education groups provided must be gender specific.

2.19 Individual Counseling

Individual counseling must consist of a goal oriented process in which the client in therapy interacts on a face-to-face basis with the treatment provider in accordance with the treatment plan to relieve symptoms and resolve problems related to alcohol/drug dependency that interfere with the client's ability to function in society. *Individual counseling shall only be performed by a qualified substance abuse professional, an associate counselor or an intern/practicum student as described in 9 CSR 10-7.110(5). (see 9 CSR 30-3.110 (5)).*

2.20 Individual Counseling (Collateral Relationship)

The contractor may provide Individual Counseling (Collateral Relationship) as a component of the substance abuse treatment program. This service consists of individual face-to-face assessment, counseling, and/or education, designed to address and resolve issues related to codependency and alcohol and/or other drug abuse in the family, provided to a family member(s) age thirteen (13) or over and/or to a family member below the age of thirteen (13) who possesses the requisite social and verbal skills to participate and benefit from counseling. Staff providing this service must meet requirements as a family therapist or QSAP that has

training in family recovery. Services provided to children under 12 years may be provided by staff in accordance with 9 CSR 30-3.110(8).

2.21 Individual Counseling (Co-Occurring Disorder)

The contractor may provide Individual Counseling (Co-Occurring Disorder), as part of the approved treatment program. This service consists of structured, goal-oriented therapeutic interaction between a participant and a counselor designed to identify and resolve issues related to substance abuse and co-occurring mental illness disorder(s) which interfere with the participant's functioning.

- 2.21.1 Individual Counseling (Co-Occurring Disorder) shall be provided in accordance with the Center for Substance Abuse Treatment's publication, Substance Abuse Treatment for Persons with Co-Occurring Disorders (TIP 42). Clinical documentation of this service in progress notes in the participant's record must clearly distinguish this service from Individual Counseling for substance abuse. Staff providing this service must be QSAPs that are also licensed mental health professionals or hold the Co-Occurring Counseling Professional credential from the Missouri Substance Abuse Professional Credentialing Board (MSAPCB).

2.22 Individual Counseling (Trauma Related)

Individual Counseling (Trauma Related) consists of structured, goal-oriented therapeutic interaction between a participant and a specially-trained counselor designed to resolve issues related to psychological trauma, personal safety and empowerment of the client in the context of substance abuse problems. The contractor shall use evidence-based models of trauma treatment provided by staff with specific training related to trauma and addiction. Individual Counseling (Trauma Related) shall be provided by a licensed mental health professional who is a QSAP with specialized trauma training and/or equivalent work experience.

2.23 Medication Services

The contractor may provide Medication Services, as appropriate. This service consists of goal-oriented interaction to assess the appropriateness of medications to assist in a participant's treatment, to prescribe appropriate medications, and to provide ongoing management of a medication regimen.

- 2.23.1 Services shall be provided by a physician or a qualified advanced practice nurse, licensed pursuant to Section 335.016, RSMo.

2.23.2 Key service functions may include the following:

- Assessment of the participant's presenting condition;
- Mental status exam;
- Review of symptoms and screening for medication side effects;
- Review of client functioning;
- Assessment of the participant's ability to self-administer medication;
- Participant education regarding the effects of medication and its relationship to the participant's chemical addiction and/or mental disorder; and
- Prescription of medications when indicated.

2.24 Medication

FDA-approved medications prescribed for substance use disorder to consumers as a component of substance abuse treatment may be provided.

2.25 Missouri Recovery Support Specialist (MRSS)

An individual who is not self-identified as being in recovery and has been awarded the MRSS credential by the Missouri Substance Abuse Professional Credentialing Board. A MRSS serves as a mentor to consumers in recover. This service should consist of:

- Helping the individual connect with other consumers and their communities at large in order to develop a network for information and support;
- Sharing lived experiences of recovery, sharing and supporting the use of recovery tools and modeling successful recovery behavior;
- Helping individuals to make independent choices and to take a proactive role in their recovery;

- Assist individuals with identifying strengths and personal resources to aid in their setting and achieving recovery goals;
- Assist individual in setting and following through with their goals;
- Support efforts to find and maintain paid, competitive, integrated employment; and
- Assist with health and wellness activities, teaching, life skills, providing support and encouragements, and helping consumers recognize his/her own potential and set positive goals.

2.26 *Peer Support Recovery Mentor (MRSS-P)*

An individual who is self-identified as being in recovery and has been awarded the MRSS-P credential by the Missouri Substance Abuse Professional Credentialing Board. A MRSS-P serves as a role model to consumers in recovery. This service shall consist of:

- Helping individuals connect with other consumers and their communities at large in order to develop a network for information and support;
- Share lived experiences of recovery, sharing and supporting the use of recovery tools and modeling successful recovery behaviors;
- Helping individuals to make independent choices and to take a proactive role in their recovery;
- Assist individuals with identifying strengths and personal resources to aid in their setting and achieving recovery goals;
- Assist individuals in setting and following through with their goals;
- Support efforts to find and maintain paid, competitive, integrated employment; and
- Assist with health and wellness activities, teach life skills, provide support and encouragement and help consumers recognize his/her potential and set positive goals.

2.27 *Relapse Prevention Counseling*

Relapse prevention counseling is defined as a professional intervention that assists an addicted person to define and cope with high-risk situations, identify and respond appropriately to internal and external cues that serve as relapse warning signals, and implement individualized strategies to reduce both the risk of relapse and the duration of relapse should it occur.

2.28 *Residential Support*

Residential support service shall consist of twenty-four (24) hour supervised room, board and structured activities.

2.29 *Treatment Court Day*

Treatment Court Day is staff participating in treatment court staffing and hearings, as required by the treatment court.

2.30 *Virtual Counseling (Group Counseling)*

The use of web-based treatment services to enable clinicians and clients to interact in a group setting from remote locations in real-time. Virtual Counseling services must be approved in advance by the DCCC.

2.31 *Virtual Counseling (Individual Counseling)*

The use of web-based treatment services to enable clinicians and clients to interact one-on-one from remote locations in real-time. Virtual Counseling services must be approved in advance by the DCCC.

2.32 *Drug/Alcohol Testing*

The vendor shall provide collection services for drug testing services as deemed necessary by the treatment court. All individuals collecting samples for drug testing must follow the Collector Standards (attachment 3) and submit a completed the Collector Guidance Acceptance form before providing this service.

2.4 *Program Service Requirements*

2.4.1 *Intake/Assessment*

The contractor shall provide a face-to-face intake session with all participants within seven (7) calendar days of the date of referral from the treatment court unless otherwise amended and/or directed by the treatment court. Any exceptions must be documented in the client record. Participants scoring low risk/low need and qualify for Early Intervention services do not require an assessment.

2.4.2 The vendor assessment must, at a minimum:

- Be completed by a qualified substance abuse professional (QSAP);
- Include all components required of a comprehensive assessment included in DMH certification standards;
- Include screening for an individual's history of trauma and current personal safety;
- Identify information including, but not limited to, name, age, gender, race and presenting problem;
- Provide presenting situation;
- Contain substance abuse history;
- Contain social and family history;
- Provide medical evaluation: HIV/STD/TB/ Risk and Service needs;
- Contain educational and vocational history;
- Contain treatment history including the date, length of stay, outcome and name of the facility for all psychiatric and substance abuse services; and
- Provide recommendation and clinical justification for the level of care of the treatment services.
- Include screening for Medicaid, private insurance or other medical benefits.

2.4.3 The vendor may be requested to include a five-axis diagnosis by a qualified diagnostician.

2.5 Treatment Planning

The vendor shall develop an individualized treatment plan for each participant and review the document with the treatment court within fourteen (14) calendar days of admission to the program, or sooner if required for certification, and periodically as directed by the treatment court. The vendor shall agree and understand that the treatment court has the final authority on the assignment of treatment level and approval of any changes in treatment level. The vendor shall attend meetings as required by the treatment court.

2.6 Level of Treatment

The vendor may be required to provide the following levels of service. For the purpose of this contract, one (1) unit of service is defined as fifteen (15) minutes of face-to-face service.

2.6.1 The vendor shall notify the treatment court if there is a need for detoxification services. The vendor will assist the treatment court in the referral process for such services, if requested.

2.6.2 The vendor shall only provide treatment services at the request of the treatment court. Any exceptions and/or changes to the levels of service shall be approved in writing by the treatment court and documented in the participant's treatment record prior to services being provided.

2.7 Reporting Requirements

The vendor shall document each service provided in the participant's clinical record. Progress notes shall include the following information:

- Type of service;
- Date;
- Beginning and ending time;
- Synopsis of the service; and
- Signature of service provider.

2.7.1 Regular communication with the treatment court, including: a written and verbal report from the treatment provider(s) at each staffing that includes:

- Attendance of the participant at treatment appointments;
- Compliance (to include level of participation and completion of assignments, etc);
- Progress (is participant moving forward in achieving treatment plan goals and objectives);
- Recommendations by the treatment provider concerning: (a) current treatment services and any modifications needed (if the participant is doing well and making progress in treatment), (b) concerns (if the participant is not progressing), suggested improvements or sanctions if warranted, and (c) additional direction (recommendations for other services or action);

- A summary of material covered in treatment in order for the judge to ask the participant open-ended questions about their treatment and progress; and
- Drug test results.

2.7.2 The vendor shall notify the treatment court in the event any of the following occur:

- Missed appointments;
- Positive urinalysis;
- Changes in the participant's treatment plan;
- Need for additional services;
- Changes in the participant's family and/or living situation, such as major illness or injury, death, pregnancy, or other;
- Incidents involving participants where threats, assaults or possible crimes may have occurred.

2.7.3 Upon referral, each participant must be evaluated by the vendor for eligibility of Medicaid benefits, private insurance coverage or any other medical benefits. The DCCC requires treatment provider vendors to submit an OSCA Monthly Medical Benefit Report indicating a summary of the number of participants who have medical coverage through Medicaid, private insurance or other sources (i.e. MO Department of Mental Health, SROP funds) as well as the dollar amount submitted for reimbursement. The treatment provider should also provide detailed supporting documentation to the treatment court coordinator on a monthly basis for verification purposes. Supporting documentation should be submitted even when invoices are not submitted.

3.0 CONTRACTUAL REQUIREMENTS

3.1 Entire Agreement

A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the vendor's proposal including the vendor's BAFO, and (3) OSCA's acceptance of the proposal by "notice of award".

3.1.1 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, 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 vendor and OSCA prior to the effective date of such modification. The vendor 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.

3.1.2 Non-Exclusive Agreement

The vendor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that OSCA or the treatment court(s) may secure identical and/or similar services from other sources at anytime in conjunction with or in replacement of the vendor's services. OSCA anticipates that several contract awards will be made in order to provide coverage throughout the state of Missouri.

3.1.3 In order to accommodate the specific needs of the various treatment courts, OSCA reserves the right to award contracts to more than one provider per circuit/county.

3.2 Contract Period

The original contract period shall be as stated on the cover page of the RFP. The contract shall not bind, nor purport to bind, the state of Missouri or the local treatment court for any contractual commitment in excess of the original contract period.

3.3 Renewal Options

OSCA shall have the right, at its sole option, to renew the contract for five (5) additional one (1) year periods or any portion thereof. In the event OSCA exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document. Prices for each renewal shall be mutually agreed to by both vendor and OSCA. OSCA does not automatically exercise the option for renewal.

3.3.1 OSCA reserves the right to offer or to request renewal of the contract at a price less than quoted as well as request additional testing for new substances.

3.4 Price

All prices shall be as indicated on the pricing page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

3.4.1 Pricing shall be consistent with those authorized by DMH.

3.5 Federal Funds Requirement

The contractor shall understand and agree the procurement(s) may involve the expenditure of federal funds. Therefore, the contractor shall not issue any statement, press releases, or other documents describing projects or programs funded in whole or in part with federal money unless the prior approval of OSCA is obtained.

3.6 Invoicing and Payment

Immediately upon award of the contract, the vendor shall submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the state of Missouri intends to make contract payments through electronic funds transfer (EFT).

- If not already submitted, the vendor shall obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at http://content.oa.mo.gov/sites/default/files/vendor_input_ach_eftd.pdf. The vendor must submit 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 vendor to properly apply OSCA's payment to the invoice submitted.

3.6.1 The vendor shall submit:

- A monthly detailed invoice to the treatment court(s) no later than the tenth (10th) day of the month immediately following the most recent month of service. The invoice must itemize the total number of units (quarter-hours/hourly/daily/per test) on the invoice each month. The pricing of each unit shall be in accordance with the pricing page.
- A detailed monthly log of all participants and the services provided to each participant during the month.
- An OSCA Monthly Medical Benefit Report (MMBR) indicating a summary of the number of participants who have medical coverage through Medicaid, private insurance or other sources (i.e. MO Department of Mental Health, SROP funds) as well as the dollar amount submitted for reimbursement.
- Detailed, supporting documentation for the MMBR to the treatment court coordinator on a monthly basis for verification purposes. Supporting documentation should be submitted even when invoices are not submitted.

3.6.2 The invoices must contain all information requested by OSCA.

3.6.3 OSCA shall pay the contractor in accordance with the applicable firm, fixed price stated on the Pricing Page for services actually provided.

3.6.4 The payment shall not be based on the number of treatment court(s) participants.

3.6.5 Other than the payments specified on the pricing page, no other payments or reimbursements shall be made to the contractor whatsoever including, insurance, maintenance, licensing, etc.

3.7 Vendor Liability

The vendor shall be responsible for any and all injury or damage as a result of the vendor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition to the liability imposed upon the vendor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the vendor's negligence, the vendor assumes the obligation to save the state of Missouri and the local treatment court, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such negligent act. The vendor also agrees to hold the state of Missouri and the local treatment court, including its agencies,

employees, and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the vendor under the terms of the contract.

- 3.7.1 The vendor 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 or the local treatment court, including its agencies, employees, and assigns.
- 3.7.2 Under no circumstances shall the vendor be liable for any of the following (1) third-party claims against the state for losses or damages (other than those listed above) (2) loss of, or damage to, the state's records or data or (3) consequential damages (including lost profits or savings) or incidental damages, even if the vendor is informed of their possibility.

3.8 Vendor Status

The vendor represents himself or herself to be an independent vendor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the state of Missouri or the local treatment court. Therefore, the vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the state of Missouri and the local treatment court, 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.

3.9 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 vendor and OSCA and to ensure that OSCA 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 OSCA and the vendor. The vendor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The vendor 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 vendor of the responsibility for providing the products/services as described and set forth herein.

3.10 Confidentiality

The vendor shall agree and understand that all discussions with the vendor and all information gained by the vendor as a result of the vendor'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 OSCA.

- 3.10.1 The vendor shall maintain strict confidentiality of all client information or records supplied to it by the treatment court. The contents of such records shall not be disclosed to anyone other than the treatment court or OSCA and the patient/client or the patient's/client's parent or legal guardian unless such disclosure is required by law.
- 3.10.2 The vendor assumes liability for all disclosures of confidential information by the vendor and/or the vendors/provider's subcontractors and employees.
- 3.10.3 All records processed and created by the vendor in the performance of services contain personal information that is restricted from release pursuant to state and federal law, specifically Sections 32.057 and 32.091, RSMo. To the extent the vendor or the vendor's personnel may have access to any report, return or other information received by OSCA in connection with the administration of the tax laws of the state of Missouri, the vendor and the vendor's personnel shall comply with Section 32.057, RSMo. Any person making unlawful disclosure of information in violation of such Section shall, upon conviction, be guilty of a Class D felony.
- 3.10.4 The vendor assumes liability for all unauthorized disclosures of confidential information by the vendor and/or any of the vendor's personnel. In the event that records or copies of any such material are to be destroyed, the vendor shall accomplish such destruction in a manner prescribed by OSCA and ensuring the obliteration of all data and preventing improper or unauthorized disclosure of the personal, restricted information.

Shredding the materials shall satisfy this requirement. The vendor must comply with OSCA policy regarding record retention and destruction.

3.11 Authorized Personnel (Immigrant Responsibility Act)

The vendor understands and agrees that by signing the RFP, the vendor certifies the following:

- The vendor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- If the vendor 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 vendor 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 vendor from doing business with the state.

3.12 Assignment

The vendor shall agree and understand that, in the event OSCA consents to a financial assignment of the contract, in whole or in part to a third party, any payments made by the state of Missouri pursuant to the contract, including all of those payments assigned to the third party, shall be contingent upon the performance of the prime vendor in accordance with all terms and conditions, requirements and specifications of the contract.

3.13 Insurance

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

3.14 Property of State

All reports, documentation, and material developed or acquired by the vendor as a direct requirement specified in the contract shall become the property of the state of Missouri. The vendor shall agree and understand that all discussions with the vendor and all information gained by the vendor as a result of the vendor'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 OSCA.

3.15 Termination

OSCA 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 at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the state of Missouri pursuant to the contract prior to the effective date of termination.

- 3.15.1 OSCA may terminate any agreements they may have, if the service is deemed to be unsatisfactory or fails to meet the goals and objectives of the treatment court. Any termination shall be by giving written notice at least thirty (30) days prior to the effective date.

3.16 Transition

Upon award of the contract, the vendor shall work with OSCA and any other organizations designated by OSCA to insure an orderly transition of services and responsibilities under the contract and to insure the continuity of those services required by OSCA.

- 3.16.1 Upon expiration, termination, or cancellation of the contract, the vendor shall assist OSCA to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by OSCA, if requested in writing. The vendor shall provide and/or perform any or all of the following. The vendor shall deliver, FOB destination, all records, documentation,

reports, data, recommendations, etc., which were required to be produced under the terms of the contract to OSCA and/or to the designee within seven (7) days after receipt of the written request.

3.16.2 The vendor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by OSCA in order to insure the completion of such service prior to the expiration of the contract.

3.17 No Actions, Suits, or Proceedings

The vendor warrants that there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on the vendor's ability to fulfill its obligations under this contract. The vendor further warrants that it will notify the state of Missouri immediately if the vendor becomes aware of any action, suit, or proceeding, pending or threatened, that will have a material adverse effect on vendor's ability to fulfill the obligations under this contract.

3.18 Warranty of Vendor Capability

The vendor warrants that it is financially capable of fulfilling all requirements of this contract, that there are no legal proceedings against it that could threaten performance of this contract, and that the vendor is a validly organized entity that has the authority to enter into this contract. The vendor is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into this contract.

3.18.1 The vendor hereby covenants that at the time of the submission of the proposal the vendor has no other contractual relationships which would create any actual or perceived conflict of interest. The vendor further agrees that during the term of the contract neither the vendor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

3.19 Business Compliance

The vendor must be in compliance with the laws regarding conducting business in the state of Missouri. The vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the vendor 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 vendor shall provide documentation of compliance upon request by OSCA. The compliance to conduct business in the state shall include but not necessarily be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

3.20 Audit and Records Clause

As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the state, the successful vendor(s) agree any pertinent state or federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant contract.

3.20.1 The successful vendor(s) awarded the contract(s) is required to retain records relative to the contract for the duration of the contract and for a period of three (3) years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the three (3) year period, the records are required to be maintained for three (3) years from the date that all issues arising out of the action are resolved, or until the end of the three (3) year retention period, whichever is later.

3.20.2 The vendor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

4.0 PROPOSAL INSTRUCTIONS AND REQUIREMENTS

4.1 Submission of Proposal

Organization of proposal: In order to provide optimal readability of the proposal by evaluators, vendors are strongly encouraged to organize their proposal as follows:

Transmittal Letter
Table of Contents
Signed RFP and RFP Amendment Cover Pages
Pricing Page
Renewal Options
Exhibit A – Vendor’s References
Exhibit B – Personnel Expertise Summary
Exhibit C – Affidavit of Work Authorization
Exhibit D – Miscellaneous Information
Exhibit E – Debarment Certificate

4.1.2 Vendors are cautioned that OSCA will not award a non-compliant proposal and, as a result, any vendor indicating non-compliance with any requirements, terms, conditions and provisions of the RFP will be eliminated from further consideration for award unless OSCA exercises its sole option to competitively negotiate the respective proposal(s) and the vendor resolves the noncompliant issues.

4.1.3 The vendor’s proposal should include:

- An original document, plus two (2) paper copies. The front cover of the original proposal should be labeled “original” and the front cover of all copies should be labeled “copy”.
- One (1) copy of their entire proposal electronically in either Microsoft® Word 2000 (or compatible) or PDF format. The electronic version may be e-mailed to osca.contracts@courts.mo.gov or on a CD and submitted with the original proposal.

4.2 Conciseness/Completeness of Proposal

It is highly desirable that the vendor respond in a complete, but concise manner. It is the vendor's sole responsibility to submit information in their proposals as it relates to the evaluation categories. OSCA is under no obligation to solicit such information if it is not included in the vendor's response. The vendor's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Unnecessary information should be excluded from the vendor’s proposal.

4.3 Open Records

The vendor’s proposal shall be considered open record upon award of the RFP pursuant to Section 610.021, RSMo. The vendor shall not submit their entire proposal as proprietary or confidential. Also, the vendor shall not submit any part of their proposal as confidential unless the proprietary or confidential nature of the material is provided for in the above reference statute. Proprietary or confidential portions of the vendor’s proposal allowed by the statute shall be separated, sealed and clearly marked as confidential within the vendor’s proposal. Also, the vendor shall provide adequate explanation of what qualifies the material as being held confidential under the provisions of the statute.

4.4 Contract Compliance

The vendor is cautioned when submitting pre-printed terms and conditions regarding proprietary information, copyright, usage restrictions, etc., to make sure such documents do not contain other terms and conditions which conflict with those of the RFP and its contractual requirements. The vendor agrees that in the event of conflict between any of the vendor's terms and conditions and those contained in the RFP that the RFP shall govern. Taking exception to the state's terms and conditions may render a vendor's proposal non-responsive and remove it from consideration for award.

4.5 Proposal Evaluation/Contract Award

OSCA anticipates making multiple contract awards, i.e., more than one (1) award, as a result of this RFP to all vendors submitting acceptable proposals.

- OSCA reserves the right to make partial and multiple contract awards.

4.5.1 As deemed in its best interests, OSCA reserves the right to clarify any and all portions of any offer.

- 4.5.2 On Exhibit A, the vendor should provide a list of at least three (3) current customers who have utilized the services from the vendor. The list should include the following:
- Name of Reference Company
 - Address of Reference Company
 - Reference Contact Person Information
 - Reference contacts telephone number
 - Description of prior items/services performed
- 4.5.3 The vendor shall complete EXHIBIT B, Personnel Expertise Summary
The qualifications of the personnel proposed by the vendor to perform the requirements of this RFP, whether from the vendor's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the vendor should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 4.5.4 If personnel are not yet hired, the vendor should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.
- 4.5.5 The vendor may utilize Exhibit B for summarizing the personnel information and should submit detailed resumes for proposed key personnel.
- 4.5.6 The vendor should submit a copy of all licenses and/or certifications for all proposed personnel which may be required by state, federal, and/or local law, statute, or regulation in the course of performance of the vendor's profession. If not submitted with the proposal, OSCA reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.
- 4.6 Responsibility and Reliability**
Responsibility and reliability of the vendor's organization are considered subjectively in the evaluation process. Therefore, the vendor is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 4.6.1 The vendor should provide the following information related to previous and current services/contracts performed by the vendor's organization and any proposed subcontractors which are similar to the requirements of this RFP:
- Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
 - Dates of the service/contract; and
 - A brief, written description of the specific prior services performed and requirements thereof.
 - The above information may be shown on the form attached as Exhibit A to this RFP or in a similar manner.
- 4.6.2 The contractor should present a detailed description of all products and services proposed in the response to this RFP. It is the bidder's responsibility to make sure all products proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.
- 4.6.3 The contractor may submit preprinted marketing materials with the proposal. However, the contractor is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested. The contractor is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.
- 4.7 Debarment Certification**
The contractor certifies by signing the signature page of this original document and any amendment signature page(s) that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The contractor should complete and return the attached certification regarding

debarment, etc., Exhibit E with the proposal. This document must be satisfactorily completed prior to award of the contract.

4.8 Final Determination

Any bid which does not comply with the mandatory requirements of the RFP will not be considered for an award. In addition, OSCA reserves the right to reject any bid for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory performance of similar services by the vendor within the past five (5) years, and/or (2) inability of the vendor to document responsible and reliable past performances similar to the services required, and/or (3) failure of the vendor to provide a reference(s).

4.9 Affidavit of Work Authorization and Documentation

Pursuant to Section 285.530, RSMo, the bidder must affirm the bidder’s enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- Submitting a completed, notarized copy of Exhibit C, AFFIDAVIT OF WORK AUTHORIZATION and
- Providing documentation affirming the bidder’s enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein. E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU):
 - A valid, completed copy of the first page identifying the bidder and
 - A valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

4.9.1 The state of Missouri reserves the right to reject any offer which is determined unacceptable for reasons which may include but are not necessarily limited to (1) failure of the offeror to meet mandatory general performance specifications; and/or (2) failure of the offeror to meet mandatory technical specifications; and/or, (3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the offeror within the past three years. As deemed in its best interests, the state of Missouri reserves the right to clarify any and all portions of any offer.

4.10 Employee Bidding/Conflict of Interest

Contractors who are employees of the state of Missouri, a member of the general assembly, a statewide elected official, other political subdivisions or publicly funded institutions must comply with Sections 105.450 to 105.458, RSMo regarding conflict of interest. If the contractor and/or any of the owners of the contractor’s organization are currently an employee of the state of Missouri, a member of the general assembly, a statewide elected official, other political subdivisions or publicly funded institutions, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:		
	In what office/agency are they employed?	
	Employment Title:	
Percentage of ownership interest in vendor’s organization:		_____ %

PRICING PAGE

The vendor must provide firm, fixed prices for the services identified below. Should a contract award be made based upon the vendor's proposal, the prices stated herein shall be legally binding for the entire contract period.

Service Description	Vendor Firm, Fixed Unit Price	Unit of Service
Assessment	<u>\$90.00</u>	Per assessment
Assessment option (Multi-axial)	<u>\$200.00</u>	Per assessment
Assessment update	<u>\$100.00</u>	Per assessment
Case Management/Community Support	<u>\$23.50</u>	Per ¼ hour
Communicable Disease Assessment/Education/Testing		Per ¼ hour
Day Treatment	<u>\$56.32</u>	Per day
Detoxification (Social Setting)		Per day
Detoxification (Modified Medical)		Per day
Early Intervention (Intake)	<u>\$8.62</u>	Per ¼ hour
Early Intervention (Group Education)	<u>\$3.13</u>	Per ¼ hour
Early Intervention (Motivational Interviewing-Individual)	<u>\$13.86</u>	Per ¼ hour
Extended Day Treatment		Per day
Family Conference	<u>\$13.86</u>	Per ¼ hour
Family Therapy	<u>\$17.86</u>	Per ¼ hour
Group Counseling (Associate SA Counselor)	<u>\$2.13</u>	Per ¼ hour
Group Counseling (QSAP)	<u>\$3.13</u>	Per ¼ hour
Group Counseling (Collateral relationship)	<u>\$17.00</u>	Per ¼ hour
Group Education	<u>\$2.68</u>	Per ¼ hour
Group Education (Trauma Related)		Per ¼ hour
Individual Counseling	<u>\$13.86</u>	Per ¼ hour
Individual Counseling (Collateral Relationship)	<u>\$15.00</u>	Per ¼ hour
Individual Counseling (Co-Occurring Disorder)	<u>\$15.00</u>	Per ¼ hour
Individual Counseling (Trauma Related)		Per ¼ hour
Medication Services		Per ¼ hour
Medication: [Medication Assisted Treatment (MAT)]		Per prescription

OSCA 14-042 Treatment Court Specialized Service Providers

Missouri Recovery Support Specialist (MRSS)		Per ¼ hour
Missouri Recovery Support Specialist Peer (MRSS-P)		Per ¼ hour
Relapse Prevention Counseling	\$13.86	Per ¼ hour
Residential Support		Per day
Treatment Court Day	\$13.86	Per ¼ hour
Virtual Counseling (Group)		Per ¼ hour
Virtual Counseling (Individual)		Per ¼ hour
Drug/Alcohol Testing: Sample Collection Only (Lab conf. only)	\$40.00	Per test
Sample Collection with 1-panel on-site provided by vendor	\$2.04	Per test
Sample Collection with 2-panel on-site provided by vendor	\$2.62	Per test
Sample Collection with 3-panel on-site provided by vendor	\$2.93	Per test
Sample Collection with 4-panel on-site provided by vendor	\$3.27	Per test
Sample Collection with 5-panel on-site provided by vendor	\$3.66	Per test
Sample Collection with 6-panel on-site provided by vendor	\$4.07	Per test
Sample Collection with 7-panel on-site provided by vendor	\$4.51	Per test
Sample Collection with 8-panel on-site provided by vendor	\$4.93	Per test
Sample Collection with 9-panel on-site provided by vendor	\$5.35	Per test
Drug Testing: Sample Collection and On-Site Test (Kit provided by Treatment Court)		Per test
Drug Testing: Breathalyzer (Equipment provided by vendor)	\$5.00	Per test
Drug Testing: Breathalyzer (Equipment provided by Treatment Court)		Per test

Evidence Based Program and Practice curriculum being utilized: Twelve Step Facilitation Therapy

Which Cognitive Behavioral intervention staff is qualified to deliver: Tracy Sovar, Elaine Campbell, Harold Siebert and Mae Lansford

Please indicate if Medication Assisted Treatment (MAT) is provided. If you do not provide MAT, how and with whom MAT services are arranged and how all services are coordinated. If we are awarded the contract, we will have an agreement with a local physician and Elaine Campbell is enrolled to start the training.

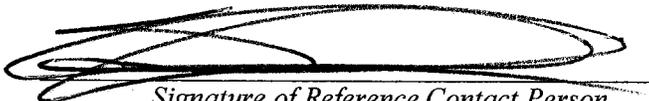
EXHIBIT A

PRIOR EXPERIENCE

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

Offeror Name or Subcontractor Name: MISSOURI ALCOHOL DRUG ASSESSMENT CONSULTANTS, INC.	
Reference Information (Prior Services Performed For:) M.A.D.A.C., INC.	
Name of Reference Company:	Scott A. Fulford, Attorney
Address of Reference Company: <input checked="" type="checkbox"/> Street Address <input checked="" type="checkbox"/> City, State, Zip	1 South Oak Street Union, MO 63084
Reference Contact Person Information: <input checked="" type="checkbox"/> Name <input checked="" type="checkbox"/> Phone # <input checked="" type="checkbox"/> E-mail Address	Scott Fulford 636-583-3131 scottfulford@gmail.com
Dates of Prior Services:	2004 to present
Dollar Value of Prior Services:	N/A
Description of Prior Services Performed:	PRIVATE PROBATION AND TREATMENT SERVICES for my clients

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by OSCA for additional discussions regarding my company's association with the offeror referenced above:


Signature of Reference Contact Person

3/13/14
Date of Signature

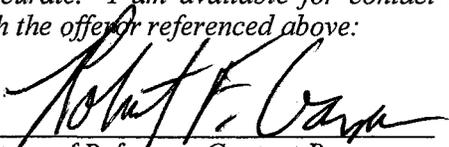
EXHIBIT A

PRIOR EXPERIENCE

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

Offeror Name or Subcontractor Name: <u>M. A. D. A. C., INC</u>	
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	<u>Robert F. Garza Attorney at Law</u>
Address of Reference Company: <input checked="" type="checkbox"/> Street Address <input checked="" type="checkbox"/> City, State, Zip	<u>17 S Oak Street Suite 200 Union, Missouri 63084</u>
Reference Contact Person Information: <input checked="" type="checkbox"/> Name <input checked="" type="checkbox"/> Phone # <input checked="" type="checkbox"/> E-mail Address	<u>Robert F. Garza 636-583-1551 bobgarza@hotmail.com</u>
Dates of Prior Services:	<u>1995 to PRESENT</u>
Dollar Value of Prior Services:	<u>N/A</u>
Description of Prior Services Performed:	<u>SATOP, PRIVATE PROBATION & TREATMENT ANGER & FINANCIAL MANAGEMENT</u>

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by OSCA for additional discussions regarding my company's association with the offeror referenced above:


Signature of Reference Contact Person

3/13/2014
Date of Signature

EXHIBIT A

PRIOR EXPERIENCE

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

Offeror Name or Subcontractor Name: <u>M.A.D.A.C., ILL.</u>	
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	<u>U.S. PROBATIONS</u>
Address of Reference Company: <input checked="" type="checkbox"/> Street Address <input checked="" type="checkbox"/> City, State, Zip	<u>1115. 10th St., Suite 2.225 St. Louis, MO 63102</u>
Reference Contact Person Information: <input checked="" type="checkbox"/> Name <input checked="" type="checkbox"/> Phone # <input checked="" type="checkbox"/> E-mail Address	<u>Myshele Moll 314-244-6741 myshele_moll@moep.uscourts.gov</u>
Dates of Prior Services:	<u>10/2011 - Present</u>
Dollar Value of Prior Services:	<u>NA</u>
Description of Prior Services Performed:	<u>INDIVIDUAL COUNSELING GROUP COUNSELING LIA COLLECTION & Sweat Patch Application</u>

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by OSCA for additional discussions regarding my company's association with the offeror referenced above:

Myshele Moll
Signature of Reference Contact Person

3/13/14
Date of Signature

EXHIBIT A

PRIOR EXPERIENCE

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

Offeror Name or Subcontractor Name: <u>MADAC</u>	
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	<i>Purschke, White, Roberson, Becker, + Briegel LLC</i>
Address of Reference Company: ✓ Street Address ✓ City, State, Zip	<i>4 S. Church Union MO 63084</i>
Reference Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	<i>Joe Purschke 636-583-5760 purschke@purschkewhite.com</i>
Dates of Prior Services:	<i>2000 - present</i>
Dollar Value of Prior Services:	<i>NA</i>
Description of Prior Services Performed:	<i>SATOP, private probation, Treatment services, Anger Management, financial management,</i>

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by OSCA for additional discussions regarding my company's association with the offeror referenced above:

Joe Purschke
Signature of Reference Contact Person

3/13/14
Date of Signature

EXHIBIT B

PERSONNEL EXPERTISE SUMMARY

(Complete this Exhibit for personnel proposed. Resumes or summaries of key information may be provided)

Personnel	Background and Expertise of Personnel and Planned Duties
1. <u>Elaine Campbell, CRAADC</u> (Name) <hr/> <u>Program Administrator/Counselor</u> (Title) <hr/> (Proposed Role/Function)	<u>Administrative, Overseeing all aspects of program, Individual and Group Counselor, Group Educator, Supervision of employees, Assessments, and Drug testing</u>
2. <u>Mae Lansford, RASAC II</u> (Name) <u>Administrative Assistant/Counselor</u> (Title) <hr/> (Proposed Role/Function)	<u>Perform all secretary duties, Group educator, Individual Counselor, drug testing</u>
3. <u>Tracy Sovar, CRADC</u> (Name) <u>Counselor</u> (Title) <hr/> (Proposed Role/Function)	<u>Provides group and individual counseling, drug testing</u>
4. <u>Harold Siebert, BA, RSAP</u> (Name) <u>Counselor</u> (Title) <hr/> (Proposed Role/Function)	<u>Provides group and individual counseling and group education</u>
5. <u>Theodore Coburn, MA</u> (Name) <u>Counselor</u> (Title) <hr/> (Proposed Role/Function)	<u>Provides group and individual counseling</u>
6. <u>Velma Micke</u> (Name) <u>Clerk</u> (Title) <hr/> (Proposed Role/Function)	<u>Maintains files, schedules appointments, answer phones, and drug testing</u>

EXHIBIT B

Staff Summary

Elaine Campbell, Certified Reciprocal Advanced Alcohol Drug Counselor (CRAADC) has been in the field of substance abuse as detox nurse, counselor, and community support worker since 1989. She is a Licensed Practical Nurse and has signed up for the MAT training in May. She attends training twice a year to update her education. She is the Program Administrator, as well as doing individual and group counseling and group education. She is a SATOP Qualified Professional-REACT and has completed the PharmChek, Drugs of Abuse Patch Training Course and the Federal Probation and Pretrial Training for UA collection. She is full time personnel.

Mae Lansford, Recognized Associate Substance Abuse Counselor II (RASAC II) has a ten year history of secretarial experience and a 2 ½ years experience as a drug and alcohol counselor. She is currently in the process of obtaining a credential as a Certified Alcohol Drug Counselor. She performs the daily secretarial duties of the office and provides individual counseling as well as group education. She is also a SATOP Qualified Instructor-REACT and has completed the PharmChek, Drugs of Abuse Patch Training Course and the Federal Probation and Pretrial Training for UA collection . She attends training twice a year to update her education. She is a full time personnel.

Harold Siebert, Bachelor of Arts, Psychology & Sociology (BA) Registered Substance Abuse Professional (RSAP) who also has been in the field for many years. He has completed the PharmChek, Drugs of Abuse Patch Training Course and the Federal Probation and Pretrial Training for UA collection. He provides individual and group counseling and education. He is also a SATOP Qualified Professional. He is part time personnel.

Velma Micke, She is a part time clerk. She maintains files, answers phones and schedules appointments. She has completed the PharmChek, Drugs of Abuse Patch Training Course and the Federal Probation and Pretrial Training for UA collection

Tracy Sovar, Certified Reciprocal Alcohol Drug Counselor (CRADC), SATOP Qualified Professional-REACT, Board Certified Clinical Supervisor has been in the field since 2004. She has completed the PharmChek, Drugs of Abuse Patch Training Course and the Federal Probation and Pretrial Training for UA collection. She provides group education, group counseling, individual counseling and Clinical Supervision of staff in training. She is sub contracted at this time.

Theodore Coburn, Bachelor and Master of Social Work is sub contracted to MADAC as a counselor. He provides group and individual counseling for our federal clients only. He worked with Eastern Missouri Correctional Center 2005-2008, Hopewell Community Mental Health Clinic 2007-2008, Probation and Parole Officer, 2008-Present.

EXHIBIT C

AFFIDAVIT OF WORK AUTHORIZATION

Comes now ELAINE CAMPBELL as PRESIDENT first being duly sworn on my oath
(NAME) (OFFICE HELD)

affirm M.A.D.A.C., INC is enrolled and will continue to participate in a federal work
(COMPANY NAME)

authorization program in respect to employees that will work in connection with the contracted services

related to 14-042 for the duration of the contract, if awarded, in accordance with
(RFP NUMBER)

RSMo Chapter 285.530 (2). I also affirm that M.A.D.A.C., INC does not and will not knowingly
(COMPANY NAME)

employ a person who is an unauthorized alien in connection with the contracted services related to

14-042 for the duration of the contract, if awarded.
(RFP NUMBER)

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 285.530, RSMo).

Elaine Campbell
Signature (person with authority)

ELAINE CAMPBELL
Printed Name

PRESIDENT
Title

3/13/14
Date

Subscribed and sworn to before me this 13 of March 2014. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Franklin, State of
(NAME OF COUNTY)

Missouri, and my commission expires on Aug 20 2016
(NAME OF STATE) (DATE)

Terri L. Straatman
Signature of Notary

3/13/14
Date

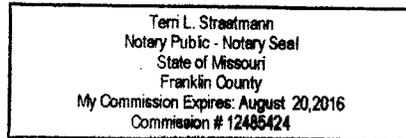


EXHIBIT D

MISCELLANEOUS INFORMATION

Outside United States

If any products and/or services bid are being manufactured or performed at sites outside the continental United States, the bidder 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 continental United States?	Yes <u> </u>	No <u> X </u>
Describe and provide details:		

EXHIBIT E

Certification Regarding

Debarment, Suspension, Ineligibility and Voluntary Exclusion

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Certification Regarding

Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower Tier Covered Transactions

ATTACHMENTS

State Certification

Federal Probation Contract

Description of Services

Staff Credentials

MADAC DMH - DBH Certification Extended

From: **Basnett, Pamela** (Pamela.Basnett@dmh.mo.gov) This sender is in your contact list.
 Sent: Wed 1/22/14 1:37 PM
 To: Elaine Campbell (ejcampbell1@hotmail.com) (ejcampbell1@hotmail.com)
 Cc: Crum, Jesse (Jesse.Crum@dmh.mo.gov); Basnett, Pamela (Pamela.Basnett@dmh.mo.gov)

Dear Ms. Campbell:

The Department of Mental Health, Division of Behavioral Health (Division) records indicate that your certification for your agency's SATOP services expire on May 31, 2014.

We were unable to issue certification prior to the expiration date. Therefore, your certification is being extended to June 30, 2014. As established in standards, this letter will serve as a temporary certificate. Once you have received your official certification from the Division, please disregard this extension and use the new expiration date on the certificate.

Thank you,

Pamela

Pamela Basnett

Division of Behavioral Health

SATOP/Prevention/Suicide Prevention

(573) 751-9184

Fax (573) 526-0840

Pamela.Basnett@dmh.mo.gov

CONFIDENTIALITY NOTICE: This e-mail communication and any attachments may contain confidential and privileged information for the use of the designated recipients named above. The designated recipients are prohibited from redisclosing this information to any other party without authorization and are required to destroy the information after its stated need has been fulfilled. If you are not the intended recipient, you are hereby notified that you have



Having demonstrated substantial compliance with certification standards established for organizations providing alcohol and substance abuse treatment services,

Missouri Alcohol Drug Assessment Consultants, Inc.

is fully certified by

The Department of Mental Health
Division of Alcohol and Drug Abuse

to provide the following programs:

**Outpatient: Supported Recovery
Intensive Outpatient Rehabilitation**



1124
Certification Number

June 1, 2011 thru May 31, 2014
Date


Steven D. Deets, SATOP Director



**Department of Mental Health
Division of Alcohol and Drug Abuse**

Certifies that



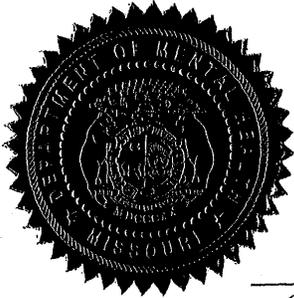
Missouri Alcohol Drug Assessment Consultants, Inc.

is in compliance with certification standards for:

Substance Abuse Traffic Offender Program (SATOP)

in the following programs:

- **Offender Management Unit (OMU)**
- **Offender Education Program (OEP)**
- **Clinical Intervention Program (CIP)**
- **Adolescent Diversion Education Program (ADEP)**
- **Weekend Intervention Program (WIP)**
- **Youth Clinical Intervention Program (YCIP)**



1123

Certificate Number

June 1, 2011 through May 31, 2014

Certification Date



SATOP Director, Division of Alcohol and Drug Abuse



Department of Mental Health
Division of Alcohol and Drug Abuse

Certifies that



Missouri Alcohol Drug Assessment Consultants, Inc.

is in compliance with certification standards for:

Substance Abuse Traffic Offender Program (SATOP)

in the following programs:



- REACT Screening Unit (RSU)
- REACT Education Program (REP)

1123

Certificate Number

June 1, 2011 through May 31, 2014

Certification Date



SATOP Director, Division of Alcohol and Drug Abuse

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. Modification No. 2	3. EFFECTIVE DATE Oct 1, 2013	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE		

Myshelle Moll
Contracting Officer
111 S. 10th Street, Suite 2.325
St. Louis, Missouri 63102

Nicole Vernier-Gelven
Drug & Alcohol Treatment Manager
111 S. 10th Street, Suite 2.325
St. Louis, Missouri 63102

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.
Ms. Elaine Campbell Missouri Alcohol Drug Assessment Consultants, Inc. 4B S. Church Street, Union MO 63084		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
CODE		(X)	10A. MODIFICATION OF CONTRACT/ORDER NO. BPA #0865-2012-01
FACILITY CODE			10B. DATED (SEE ITEM 13) Oct 1, 2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

14 092000 D08MOEP 2526 14 092000 D08MOES 2527

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) JP3 Clause 2-90C, Option to Extend Services

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to extend services of the agreement for the period of October 1, 2013 to September 30, 2014 under the authority of JP3 Clause 2-90C, Option to Extend Services. This extension is subject to JP3 Clause 7-115, Availability of Funds, which is hereby incorporated by reference. All other terms and conditions of the contract remain unchanged and in full force and effect.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Myshelle Moll Contracting Officer
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
<i>Elaine Campbell, Pres</i> (Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
<i>Myshelle Moll</i> (Signature of Contracting Officer)	9/20/13

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 10/01/13		2. CONTRACT NO. (if any) 0865-12-01		8. SHIP TO			
3. ORDER NO.		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE U. S. Probation Office Myshelle Moll			
5. ISSUING OFFICE (Address correspondence to) U. S. Probation Office				b. STREET ADDRESS 111 S. 10th Street, Suite 2.325			
7. TO:				c. CITY St. Louis		d. STATE MO	e. ZIP CODE 63102
6. NAME OF CONTRACTOR Elaine Campbell				i. SHIP VIA			
b. COMPANY NAME Missouri Alcohol Drug Assessment Consultants, Inc. (M.A.D.A.C.) (Franklin County)				a. PURCHASE REFERENCE YOUR: _____		X b. DELIVERY - Except for billing instructions on the reverse, the delivery order is subject to instructions contained on the side only of the form and is issued subject to the terms and conditions of the above-numbered contract. BPA	
c. STREET ADDRESS 4B S. Church Street				Please furnish the following on the term and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.			
d. CITY Union		e. STATE MO	f. ZIP CODE 63084				
9. ACCOUNTING AND APPROPRIATION DATA 14 092000 D08MOEP 2526 14 092000 D08MOES 2527				10. REQUISITIONING OFFICE ALL SERVICES SUBJECT TO AVAILABILITY OF FUNDING			

11. BUSINESS CLASSIFICATION (Check appropriate box(es))

- a. SMALL
 b. OTHER THAN SMALL
 c. DISADVANTAGED
 d. WOMEN-OWNED

12. F.O.B. POINT		14. GOVERNMENT BA NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS	
13. PLACE OF							
a. INSPECTION	b. ACCEPTANCE						

9. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Period Covered 10/1/13 - 9/30/14					
1010	URINE COLLECTION AND REPORTING	Indef	spec	10.00		
1012	SWEAT PATCH APPLICATION/REMOVAL		patch	10.00		
2010	INDIVIDUAL SUBSTANCE ABUSE COUNSELING		30 min	12.50		
2020	GROUP SUBSTANCE ABUSE COUNSELING		30 min	6.02		
2030	FAMILY SUBSTANCE ABUSE COUNSELING		30 min	12.50		
1202	CLIENT TRANSPORTATION EXPENSES		actual			
1302	EMERGENCY FINANCIAL ASSISTANCE		actual			
1401	CONTRACTOR'S LOCAL TRAVEL BY VEHICLE		JTR			
1501	ADMIN. FEE (5% FEES COLLECTED BY CONTRACTOR)		adm			

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOT. (Cont. pages) ←
	21. MAIL INVOICE TO:						
	a. NAME U. S. Probation Office, Attn: Nicole Vernier-Gelven						
	b. STREET ADDRESS (or P.O. Box) 111 S. 10th Street, Suite 2.325						
c. CITY St. Louis			d. STATE MO	e. ZIP CODE 63102		17(i) GRAND TOTAL ←	

22. UNITED STATES OF AMERICA BY (Signature) →

23. NAME (Typed)
**Myshelle Moll
Contracting Officer**

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE — CONTINUATION**

PAGE NO.
2 of 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER
10/01/13

CONTRACT NO.
0865-12-01

ORDER NO.

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>This BPA# is established between the U.S. Probation Office and the U.S. Pretrial Services Office, wherein the vendor shall supply the services designated in the Statement of Work if and when the referrals are made by the agents authorized below, during the fiscal year 10/1/13 to 9/30/14.</p> <p>All services ordered under this agreement shall be accompanied by a Program Plan (Probation Form 45), which shall include the BPA number, name of provider, date of order, and itemized list of services ordered and frequency.</p> <p>These are the individuals authorized to make the referrals and may properly be called referral agents.</p> <p>U.S. Probation Office Drug & Alcohol Treatment Manager Nicole Vernier-Gelven; U.S. Probation Officers Ann Burkhart, Jennifer Jelinski and Kenneth Lawrence and Team Specialists Dana Hicks and Kristie Milam.</p> <p>U.S. Pretrial Contracting Specialist Daniel Diekemper, and Supervising U.S. Pretrial Services Officer Susan Hendrickson.</p>					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) ➤						

Description of Services

Assessment-Interview Client, obtaining background information, pattern of use, developing specific treatment recommendations for addressing the problem

Assessment-Five Axis Diagnosis-If we are awarded the contract, we will have this available with a qualified person on staff.

Assessment Update-We will administer the mini ASI and use other assessment tools as deemed necessary.

Case Management/Community Support-Connect Clients with needed services, which may include calling and making appointments for them.

Communicable Disease Assessment/Education/Testing-We have an LPN on staff who will be in charge of the assessment and referral to the county Health Department.

Day Treatment-Group and individual counseling as well as group education, using videos, worksheets and lecture.

Early Intervention (Intake)-Interview client to obtain information needed in program placement.

Family Conference- If we are awarded the contract, we will have this available with a qualified person on staff.

Family Therapy- If we are awarded the contract, we will have this available with a qualified person on staff.

Early Intervention (Group Education)- The Group Facilitator provides education of the effects of drugs and alcohol, which consists of videos, worksheets and lecture. The Facilitator helps the group stay on topic. Group size will not exceed 12 members

Early Intervention (Motivational Interviewing Individual)-We will administer the Risk and Needs Assessment and a Qualified Substance Abuse Professional will conduct these sessions.

Group Counseling and Education-Group therapy attempts to give individuals a safe and comfortable place where they can work out problems and emotional issues. Clients gain insight into their own thoughts and behavior, and offer suggestions and support to others. In addition, Clients who have a difficult time with interpersonal relationships can benefit from the social interactions that are a basic part of the group therapy experience. The Group Facilitator provides education of the effects of drugs and alcohol, which consists of videos, worksheets and lecture. The Facilitator helps the group stay on topic. Group size will not exceed 12 members.

Individual Counseling--A collaborative process between counselor and client that aims to facilitate change and improve their quality of life. Counseling can help people confront barriers that interfere with emotional and mental well-being, and it can also increase positive feelings such as compassion, self-esteem, love, courage, and peace. A treatment plan will be created and worked.

Group Counseling (Collateral Relationship)- Group therapy attempts to give individuals a safe and comfortable place where they can work out problems and emotional issues. Clients gain insight into their own thoughts and behavior, and offer suggestions and support to others. In addition, Clients who have a difficult time with interpersonal relationships can benefit from the social interactions that are a basic part of the group therapy experience. Group size does not exceed 12 members.

Group Education- The Group Facilitator provides education of the effects of drugs and alcohol, which consists of videos, worksheets and lecture. The Facilitator helps the group stay on topic. Group size will not exceed 12 members.

Individual Counseling (Collateral Relationship)- Individual face-to-face assessment, counseling and/or education to help resolve issues related to codependency, abuse and drug and alcohol.

Individual Counseling (Co-Occuring Disorder)- We will hire someone if we are awarded the contract.

Medication Services-We have an LPN on staff and a local physician has agreed to work with us if we are awarded the contract.

Relapse Prevention Counseling-We will address this both in group sessions and individual sessions by a Qualified Substance Abuse Professional.

Treatment Court Day-All necessary personnel will attend these sessions.

Drug/Alcohol Testing-We will follow the Collector Standards.

Intake/Assessment-A Qualified Substance Abuse Professional will provide a face-to-face intake session with all participants within seven calendar days of the date of referral from the treatment court unless otherwise amended and/or directed by the treatment court.

Treatment Planning-Counselor will have a face-to-face session with the client and create the treatment plan together to meet the individual's needs

Tracy D. Sovar

1903 Bem Church Road
Post Office Box 73
Owensville, MO 65066
Telephone: 417-293-9934

OBJECTIVE:

I am seeking a position with this company as a Substance Abuse Counselor. It is my goal to utilize my skills and abilities for the profitability of this Company. My personal strengths are therapeutic interventions with individual counseling, communication skills, documentation and record keeping, loyal, fast learner, and a hard worker.

WORK HISTORY:

November 2010 – current

South East Missouri Behavioral Health

Job Duties: Substance Abuse Counselor, CSW and group facilitator, I see client's for individual, CSS work and Group counseling and group education. I develop positive and productive client relationships and negotiate complex social service systems to obtain needed services and resources for clients. I started as a CSAC II and now I am a CRADC, SAC, CSS, SQP-R, Board Certified Supervisor, and a notary.

January 2005-November 2010

Missouri Alcohol Assessment Consultants, Inc.

Job Duties: Substance Abuse Counselor, I completed work in every area of the 12 core functions. Also, I did all the administration, clerical, janitorial and all purchases for the Owensville Office/West Plains. I was the Clinical Supervisor for the company since February 2010. I taught REACT and OEP classes. I ran the West Plan Office the only full time staff member from January 2004 until March 2006. I worked PRN for the company from March 2006 until August 2007. I went back full time in August 2007- November 15th, 2010 to the Owensville and Union Office. Where I also did Federal treatment and private probation as well as ran the Owensville Office completing daily all the aforementioned duties. I started with this company as a RASAC I and went to CSAC II, Trained Clinical Supervisor and SATOP-REACT certified counselor.

June 2004-January 2005

Hannibal Council on Alcohol and Drug Abuse, Inc West Plains, Missouri

Job Duties: I began as Detox Tech, PRN worked the midnight shift doing the following; intakes, record keeping, crisis intervention, orientation and vitals. I then went to detox assistant supervisor, I also did educational classes and recreational classes. I then became a RASAC I. I saw clients for individual counseling, group education and group recreation. My duties were to complete work in the 12 core functions. I started with this company as a RASAC I and left as a RASAC I.

EDUCATION:

- Certificated Reciprocal Alcohol and Drug Counselor
- Clinical Supervision Trained by MSACCB
- SATOP Qualified Professional- REACT
- Notary Public
- Paralegal School of Home Study
- Office and Business Management Degree
- Owensville High School

AWARDS/ACTIVITIES:

I am involved with Owensville High School Band Boosters, Marching Band, Jazz Band and Concert Band Competitions and Shows, Speech Team, Drama Team, a member of Cross Roads Baptist Church. I support the local Girl Scout and Boy Scout troops. I help with Bible School at Church. I am a professional member of MACA, and of ICADC. I am on the Board of MACA, the Secretary/treasurer. I am the Chair Person for the Committee for Education/Conferences. I am also a notary public. I am active in my NA recovery home group in West Plains. I further am on the Board of Directors as the secretary/treasurer for MADAC.

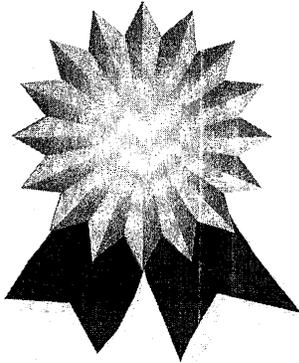
PharmChem, Inc.

Acknowledge

Tracy D. Sovar

Has successfully completed the PharmChek®
Drugs of Abuse Patch Training Course.

PHARMCHEK®
Drugs of Abuse Patch



Paul Alan Fortus

Authorized Signature

October 19, 2004

PharmChem, Inc. 2411 E. Loop 820 N. Fort Worth, TX 76118

No. 3042

Missouri Substance Abuse Professional Credentialing Board

Hereby Certifies that

Tracy D. Sovar

Continues to meet the standards and qualifications of a
Certified Reciprocal Alcohol Drug Counselor
as determined by the Board.



President

Expiration Date: **10/31/2014**

Above is a 5x7 mini certificate to be displayed with your large certificate. This mini certificate indicates your renewal/expiration date. This certificate will be replaced after each renewal.

No. 5617

Missouri Substance Abuse Professional Credentialing Board

Hereby Certifies that

Tracy D. Sovar

Continues to meet the standards and qualifications of a
SATOP Qualified Professional - REACT
as determined by the Board.



President

Expiration Date: 10/31/2014

Above is a 5x7 mini certificate to be displayed with your large certificate. This mini certificate indicates your renewal/expiration date. This certificate will be replaced after each renewal.

This Certificate verifies that

Tracy Sovar

completed the

**Clinical Supervision: Building Chemical
Dependency Counselor Skills Training**

on Feb 17-19, 2010 and is awarded

21 contact hours through the MSAPCB



Cert. #852

Trainer

Created September /2010

POSITION DESCRIPTION

TITLE: PROGRAM DIRECTOR

PURPOSE:

The purpose of the program director is to insure smooth operation of all the programs within the treatment facility.

DUTIES:

1. Responsible for overseeing the operations of all programs.
2. Remittance of Supplemental Fees. On or before the fifteenth day of each month program directors shall remit the total of all supplemental fees collected during the prior calendar month, less two percent (2%) which, by law, may be retained by the program to offset collection and remittance costs. (A) Remittance shall be mailed to:

Mental Health Earnings Fund, Controller, Department
of Mental Health,
1706 East Elm
Street, PO Box 596,
Jefferson City, MO 65102.

Human Resources, Job Description

Substance Abuse Traffic Offender Program

POSITION DESCRIPTION

TITLE: QUALIFIED PROFESSIONAL/ CERTIFIED SUBSTANCE ABUSE COUNSELOR

PURPOSE:

Outpatient and SATOP focuses on evaluation, assessment, intake and treatment planning of client's issues and consequences for each client assigned to their care. The CSAC II or Qualified Professional Provides Individual, Group Counseling, and Group Education, in order to facilitate the diminishing of denial on the part of clients. Re-educate the clients with coping skills, tools of recovery and continued long term abstinence from the substance abuse area the major goals of this position.

DUTIES

- I. Facilitates all treatment activity of clients assigned to case load. Completing history, mental status, legal, etc..
2. Completes Initial Contact sheet, Assessments, Treatment Plans, Reviews, Discharge documentation, attendance, and completions.
3. Coordinates referral participation in treatment according to the OUTPATIENT/SATOP guidelines.
4. Participates in 24 hour on call. This will be done on a rotating basis. Must be prepared to meet client at facility while on call.
5. Presents educational topics and involves client participation in the topic. 80% of all educational topics will be didactic lectures with 20% being films.
6. Adheres to all policies and procedures of the Agency.
7. Supervises at least on RASAC I or RASAC II, in the counselor development plan and learning the 12 core functions and increasing treatment skills.
8. Completes all documentation according to the agency policy on Documentation.
9. Adheres to CONFIDENTIALITY of all clients of the agencies programs. Signs confidentiality pledge upon becoming employed with the agency.

OSCA 14-042 Treatment Court Specialized Service Providers

Below is a list of the Judicial Circuits and Counties in the State of Missouri. Check either the applicable counties or the entire Judicial Circuit(s) that your agency shall provide services. Check the appropriate level of service and the applicable gender that shall be provided: DWI, Adult, Veterans, Family and Juvenile.

JUDICIAL CIRCUIT	COUNTY	DWI	ADULT	FAMILY	VETERANS	JUVENILE	MALE	FEMALE
1	Clark							
1	Schuyler							
1	Scotland							
2	Adair							
2	Knox							
2	Lewis							
3	Grundy							
3	Harrison							
3	Mercer							
3	Putnam							
4	Atchison							
4	Gentry							
4	Holt							
4	Nodaway							
4	Worth							
5	Andrew							
5	Buchanan							
6	Platte							
7	Clay							
8	Carroll							
8	Ray							
9	Chariton							
9	Linn							
9	Sullivan							
10	Marion							
10	Monroe							
10	Ralls							
11	St. Charles							
12	Audrain							
12	Montgomery							
12	Warren							
JUDICIAL CIRCUIT	COUNTY	DWI	ADULT	FAMILY	VETERANS	JUVENILE	MALE	FEMALE

OSCA 14-042 Treatment Court Specialized Service Providers

13	Boone							
13	Callaway							
14	Howard							
14	Randolph							
15	Lafayette							
15	Saline							
16	Jackson							
17	Cass							
17	Johnson							
18	Cooper							
18	Pettis							
19	Cole							
20	Franklin	X	X				X	X
20	Gasconade							
20	Osage							
21	St. Louis							
22	St. Louis City							
23	Jefferson							
24	Madison							
24	St. Francois							
24	Ste. Genevieve							
24	Washington							
25	Maries							
25	Phelps							
25	Pulaski							
25	Texas							
26	Camden							
26	Laclede							
26	Miller							

JUDICIAL CIRCUIT	COUNTY	DWI	ADULT	FAMILY	VETERANS	JUVENILE	MALE	FEMALE
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OSCA 14-042 Treatment Court Specialized Service Providers

26	Moniteau							
26	Morgan							
27	Bates							
27	Henry							
27	St. Clair							
28	Barton							
28	Cedar							
28	Dade							
28	Vernon							
29	Jasper							
30	Benton							
30	Dallas							
30	Hickory							
30	Polk							
30	Webster							
31	Greene							
32	Bollinger							
32	Cape Girardeau							
32	Perry							
33	Mississippi							
33	Scott							
34	New Madrid							
34	Pemiscot							
35	Dunklin							
35	Stoddard							
36	Butler							
36	Ripley							
37	Carter							
37	Howell							
37	Oregon							
37	Shannon							
JUDICIAL CIRCUIT	COUNTY	DWI	ADULT	FAMILY	VETERANS	JUVENILE	MALE	FEMALE
38	Taney							
38	Christian							

OSCA 14-042 Treatment Court Specialized Service Providers

39	Barry							
39	Lawrence							
39	Stone							
40	McDonald							
40	Newton							
41	Macon							
41	Shelby							
42	Crawford							
42	Dent							
42	Iron							
42	Reynolds							
42	Wayne							
43	Caldwell							
43	Clinton							
43	Daviess							
43	DeKalb							
43	Livingston							
44	Douglas							
44	Ozark							
44	Wright							
45	Lincoln							
45	Pike							

RENEWAL OPTION

The Office of State Courts Administrator shall have the sole option to renew the contract for in one (1) year increments or any portion thereof for a maximum total of five (5) additional years.

Prices for the renewal period shall be requested no later than 90 days prior the effective renewal.

No. 1609

Missouri Substance Abuse Professional Credentialing Board

Hereby Certifies that

Elaine J. Campbell

Continues to meet the standards and qualifications of a
Certified Reciprocal Advanced Alcohol Drug Counselor
as determined by the Board.

A handwritten signature in cursive script, appearing to read 'Elaine J. Campbell', is written over a horizontal line. To the right of the signature, the letters 'CKMOC' are printed in a small, sans-serif font.

President

Expiration Date: 10/31/2014

Above is a 5x7 mini certificate to be displayed with your large certificate. This mini certificate indicates your renewal/expiration date. This certificate will be replaced after each renewal.

No. 5174

Missouri Substance Abuse Professional Credentialing Board

Hereby Certifies that

Elaine J. Campbell

Continues to meet the standards and qualifications of a
SATOP Qualified Professional - REACT
as determined by the Board.

A handwritten signature in cursive script, appearing to read 'Elaine J. Campbell', is written over a horizontal line.

President

Expiration Date: 10/31/2014

Above is a 5x7 mini certificate to be displayed with your large certificate. This mini certificate indicates your renewal/expiration date. This certificate will be replaced after each renewal.

Diploma

Washington School of Practical Nursing

Four Rivers Area Vocational - Technical School

This certifies that

Elaine J. Campbell

has satisfactorily completed the one year course in Practical Nursing as required by the State Department of Education, Vocational Division, and is therefore Certified to the State Board of Nursing for examination and licensing.

Given at Washington, Missouri, this 18th day of August, 1989

Donald L. Nottingham
Superintendent
Washington Public School
John Hensert
President
Board of Education



Donald L. Walker
Director of Adult Education
Washington Area Vocational-Technical School
Burton H. ...
Nurse Coordinator,
Washington School of Practical Nursing



Department of Insurance, Financial Institutions and Professional Registration
Division of Professional Registration
Missouri State Board of Nursing

LICENSED PRACTICAL NURSE

Check www.nursys.com for license status and expiration date

ELAINE J CAMPBELL

LICENSE NO 042143

Jose A. Packer
Division Director

Lori Schmitt
Executive Director

THIS CARD IS NOT VALID AS PROOF OF LICENSE

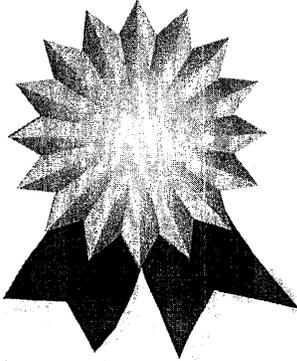


PharmChem, Inc.

Acknowledge

Elaine Campbell

Has successfully completed the PharmChek®
Drugs of Abuse Patch Training Course.



Paul Alan Fortus

Authorized Signature

October 19, 2004

PharmChem, Inc. 2411 E. Loop 820 N. Fort Worth, TX 76118

No. 7239

Missouri Substance Abuse Professional Credentialing Board

Hereby recognizes that

Mae E. Lansford

has met all the standards and qualifications required of
a SATOP professional as determined by the
Credentialing Board and is hereby conferred the title of

SATOP Qualified Instructor - REACT

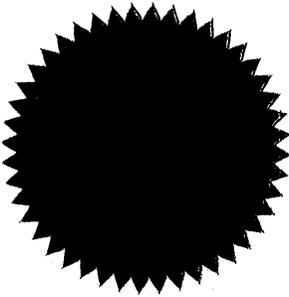
Awarded on February 15, 2013

Steve Cooney CCSP, CSAC II

President

Pauline Cooney CSAC CCSP

Secretary



No. 6469

Missouri Substance Abuse Professional Credentialing Board

Hereby Certifies that

Mae E. Lansford

Continues to meet the standards and qualifications of a
Recognized Associate Substance Abuse Counselor II
as determined by the Board.

A handwritten signature in black ink, appearing to read "Cliff", is written over a horizontal line. To the right of the signature, the letters "CKMOC" are faintly visible.

President

Expiration Date: 10/31/2014

Above is a 5x7 mini certificate to be displayed with your large certificate. This mini certificate indicates your renewal/expiration date. This certificate will be replaced after each renewal.

No. 7239

Missouri Substance Abuse Professional Credentialing Board

Hereby Certifies that

Mae E. Lansford

has met the standards and qualifications required of a
SATOP Qualified Instructor - REACT
as determined by the Credentialing Board.



President

Expiration Date 10/31/2014

Above is a 5x7 mini certificate to be displayed with your large certificate. This mini certificate indicates your renewal/expiration date. This certificate will be replaced after each renewal.

No. 7239

Missouri Substance Abuse Professional Credentialing Board

Hereby certifies that

Mae E. Lansford

has met all the standards and qualifications
required of a alcohol and drug counselor as
determined by the Credentialing Board and is
hereby conferred the title of
SATOP Qualified Instructor - REACT
Awarded on 2/15/2013

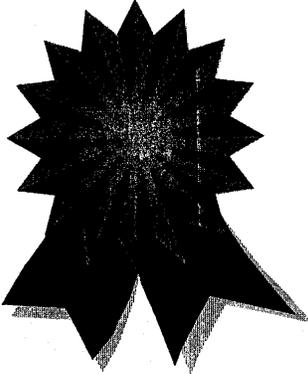
Clif Johnson
President
Alicia Ozenberger
Secretary

PharmChem, Inc.

Acknowledge

Mae Lansford

Has successfully completed the PharmChek®
Drugs of Abuse Patch Training Course.



Joe Halligan

President & Chief Executive Officer November 28th , 2012

PharmChem, Inc. 2411 E. Loop 820 N. Fort Worth, TX 76118

No. 5415

Missouri Substance Abuse Professional Credentialing Board

Hereby Certifies that

Harold P. Siebert

Continues to meet the standards and qualifications of a
SATOP Qualified Professional
as determined by the Board.



President

Expiration Date: 4/30/2015

Above is a 5x7 mini certificate to be displayed with your large certificate. This mini certificate indicates your renewal/expiration date. This certificate will be replaced after each renewal.

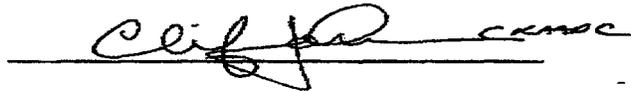
No. 3816

Missouri Substance Abuse Professional Credentialing Board

Hereby Certifies that

Harold P. Siebert

Continues to meet the standards and qualifications of a
Registered Substance Abuse Professional
as determined by the Board.

A handwritten signature in cursive script, appearing to read "Harold P. Siebert", is written over a horizontal line. To the right of the signature, the letters "CRMPC" are printed in a small, sans-serif font.

President

Expiration Date: 4/30/2015

Above is a 5x7 mini certificate to be displayed with your large certificate. This mini certificate indicates your renewal/expiration date. This certificate will be replaced after each renewal.

0002

Worshipful The University of Saint Louis

To all to whom

these letters shall come greeting.

The Trustees of the University on the recommendation of the Vice President for Academic Affairs and the Faculty and by virtue of the authority in them vested have conferred on

Harold Paul Siebert

the degree of

Bachelor of Arts

With all the rights, privileges and honors thereunto appertaining.

In witness whereof this diploma has been signed by the officers of the University

and sealed at St. Louis, Missouri, on the third day of May

in the year of our Lord nineteen hundred ninety-two.

Ronald E. Johnson

Chairman of the Board of Trustees

Franklin F. Schmidt
President



E. J. [Signature]
Vice President for Academic Affairs

RBC

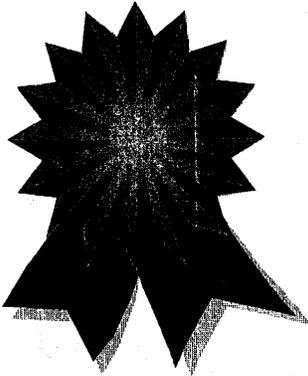
10/19/2010 15:15 FAX

PharmChem, Inc.

Acknowledge

Harold Siebert

Has successfully completed the PharmChek®
Drugs of Abuse Patch Training Course.



Joe Halligan

President & Chief Executive Officer November 28th, 2012

PharmChem, Inc. 2411 E. Loop 820 N. Fort Worth, TX 76118

Theodore Coburn

1391 HWY AT
Villa Ridge, MO 63089
cel 573.797.0560
tedcoburn@tmo.blackberry.net

Professional Summary

Master in Social Work with an emphasis in mental health and criminal behavior. Experience includes, but is not limited, to evaluation of programs, development and implementation of evidence based programs, professional team building, community corroboration, and assessments in both mental health and criminal type setting, Held position in both non-profit and for profit organizations including outpatient clinic, speaker /instructor, and management.

Education

Washington University, St Louis

*Master of Social Work- George Warren Brown School of Social Work
Graduated - 2008*

- Specialization - Mental Health
- Areas of interest- Abnormal Behavior

University of Missouri – St. Louis

Bachelors in Social Work – Dean's List, Cum Laude

- Areas of Research – Mental Health and Abnormal Behavior
- Published, UMSL Distributed Research Directory for Walnut Park

Experience

2008 – Present

Missouri Department of Probation and Parole

Probation and Parole Officer II responsible for youthful offender and mental health caseloads.

- Spearheaded and lead the Jobs Program. A program that partnerships with local employers to train and assist clients in attaining and maintaining steady employment.
- Developed a partnership with East Central College to develop and implement a GED program specifically addressing the needs of the youthful offender.
- Develop and implemented a youthful offender project
- Supervised caseload of as many as 100 clients.
- Prepare violation reports in an unbiased impersonal format for the Courts and Parole Board including the condensing of police reports, doctors statements etc.
- Make unbiased, fair and consistent recommendations to the Court and Parole Board either in person or in written report.
- Set long and short term goals to assist our clients in successful transition from supervision to productive citizens while maintaining the public safety and trust in the highest regard.
- Presently working on a project to reinstate the Citizens Advisory Board for District 16 Probation and Parole Office.

2007 – 2008

Hopewell Community Mental Health Clinic

The Hopewell Center is a comprehensive mental health facility funded through the Department of Mental Health and Division of Family Services.

- Perform intake assessments and case management for the outpatient clinic at Hopewell.
- Corroborate with other staff members and clients to ensure strategic placement within goals, guidelines and programs to ensure safe but maximum independence to help them in a procovery type situation.

2005 – 2008

Eastern Missouri Correctional Center -Re-Entry Specialist

Re-Entry Specialist for the Adult Correctional Center Eastern Missouri location. Work within the prison on two levels. Worked with the inmates on a micro level to prepare them for a successful a life as possible both inside and outside the penal system. On the macro level gathering information and statistics on the prison population to better evaluate what programs are most effective. Known throughout the facility as someone who can work effectively and successfully with both the staff and the inmates.

- Conceived and implemented a program of workshops designed to help the inmate become a successful citizen after completing his sentence.
- These workshops and other courses were successfully presented to the probation and parole board for evaluation and implementation.
- Specialize in both short term sentence inmates and inmates with violent offender status.
- Created a job search and interviewing skills class for the inmates.
- Created the “lifelines” program to re-habilitate and teach life skills to violent offenders.
- Created a recidivism awareness group to assist offenders in change

1997 – 2000

Bud Anderson Automotive Group- General Sales Manager

General Sales Manager for a medium sized full service automotive dealership. Core duties were managing sales department, overseeing all operations of the sales floor, controlling new and used car inventories, handling all aspects of advertising, maintaining all personnel positions, and planning for future growth.

- Responsible for customer satisfaction and relationship building on individual and community level.
- Responsible for all development, implementation and follow-up of all training of sales force and point of customer contact employees to ensure customer satisfaction
- Became the only general manager to turn a profit in the sales department in over a decade

Program Development

- Developing partnerships to spearhead a Recovery House and Recovery Community with the Franklin County area to serve the environmental and service needs of those individuals with Co-occurring issues.
- Program Development: (2011) Crossroads 16, a Youthful Offender Project

WASHINGTON UNIVERSITY

Student Record Printout for: Theodore O. Coburn

ID: 394297 SSN: 490-56-1369 Prime Div: SW

Demographics

Birthdate: 01/12/1956
Birth Place: Missouri
Citizen: Y
Country Code: US
Visa Type:
Date of Death:
Locale: L
Veteran Code: V

Race Code: 6
Marital Status: us
Sex: M
Enrolled Status:
Degree Cand.:
Degree Antic Dt.: 0808
Program Year:

Fac/Staff Child:
Alumni Code:
Parent Occup:
Semester of Entry: SP2007
Prof. School 1: MH
Prof. School 2:
Area of Interest:
Area of Interest Code:

Address

Home Address
 1122 Hwy AT
 Villa Ridge, MO 63089
 Phone: (636) 451-6028
 Cell Phone: (573) 797-0560

Local Address
 Ted
 1122 Hwy AT
 Villa Ridge, MO 63089
 Phone: (636) 451-6028
 Cell Phone: (573) 797-0560

Emergency Contact Address
 Theodore Coburn (Father)
 1391 Hwy AT
 Villa Ridge, MO 63089
 Phone: (636) 742-4600

Email Address

tcoburn@gwbmail.wustl.edu

Release to public: Y

High School

Name	Code	GPA	Weight	Class Size	Class Rank
------	------	-----	--------	------------	------------

No data found for High School

Academic Actions

Action	Semester	Comment
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No data found for Academic Actions

Honors

Action	Semester	Comment
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No data found for Honors

Holds

Action	Maint Dt	Comment
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No data found for Holds

Milestones

Action	Semester	Comment
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SOCIAL WORK SCHOLARSHIP RECIPIENT	SP2007	Dr. Grace Bergner Abrams Scholarship
ADVANCED STANDING GRANTED:	SP2007	

Test Scores

Test	Test Date	Type	Score	Test	Test Date	Type	Score	Test	Test Date	Type	Score
------	-----------	------	-------	------	-----------	------	-------	------	-----------	------	-------

No data found for Test Scores

Major Programs

Semester Admitted	Semester Terminated	Code	Prime or Joint	Status	Program	Advisor
SP2007	SU2008	SW0001	Prime	Closed	MASTER OF SOCIAL WORK	Hovmand, Peter

Degrees Received

Semester	Code	Program	Diploma Name	Degree Date
SU2008	SW0001	MASTER OF SOCIAL WORK	Theodore O. Coburn	Anticipated

Courses

Note: Courses dropped with a status of 'D' will not appear on your transcript.
 Courses dropped with a 'W' will appear on your transcript.

Semester: SP2007

Dept	Course	Sec Units	Grade					Title
			Opt	Mid	Final	Dean	Dropped	
S15 SWCR	5012	01	3.0	C	B+			SOCIAL, ECONOMIC & POLITICAL ENVIRONMENT
S15 SWCR	5015	01	3.0	C	A			HUMAN DIVERSITY
S15 SWCR	5039	04	3.0	C	A-			SOCIAL WORK PRACTICE WITH ORGANIZATIONS AND COMMUNITIES
S20 SWHS	4011	01	3.0	C	A-			DIFFERENTIAL DIAGNOSIS
Total Units:			12.0					

Semester: SU2007

Dept	Course	Sec Units	Grade					Title
			Opt	Mid	Final	Dean	Dropped	
S70 SWPR	5006	01	3.0	P	P#			FOUNDATION PRACTICUM, FIRST SEMESTER
S70 SWPR	5102	02	1.0	P	P#			INTEGRATIVE FOUNDATION FIELD PRACTICUM SEMINAR
S80 SCWK	5000	01	3.0	C	A-			STATISTICS
Total Units:			7.0					

Semester: FL2007

Dept	Course	Sec Units	Grade					Title
			Opt	Mid	Final	Dean	Dropped	
S30 SWDP	5702	01	3.0	C	B-			APPLIED GROUP WORK PRACTICE
S30 SWDP	6211	01	3.0	C	A-			TREATMENT OF MENTAL DISORDERS
S31 SWDP	5141	01	3.0	C	B			HUMAN SEXUALITY
S50 SWSA	5050	01	3.0	C	B+			EVALUATION OF PROGRAMS AND SERVICES
S70 SWPR	5014	01	1.0	P	P#			CONCENTRATION PRACTICUM, FIRST SEMESTER
Total Units:			13.0					

Semester: SP2008

Dept	Course	Sec Units	Grade					Title
			Opt	Mid	Final	Dean	Dropped	
S30 SWDP	5502	01	3.0	C	A			APPLIED BEHAVIOR THERAPY

S30 SWDP 7502	01	3.0	C	A	INTERVENTION APPROACHES FOR TREATING COUPLES	
S48 SWSP 5012	02	3.0	C	A	MENTAL HEALTH POLICY	
S70 SWPR 5018	01	2.0	P	P#	CONCENTRATION PRACTICUM, SECOND SEMESTER	
S81 SWIP 5044	01	1.0	C	B	WINDOWS INTO PSYCHOTHERAPY	
Total Units:		12.0				

Semester: SU2008

Dept	Course	Sec	Units	Grade					Title	
				Opt	Mid	Final	Dean	Dropped		WaitListed
S70 SWPR	5022	01	2.0	P		P#				CONCENTRATION PRACTICUM, THIRD SEMESTER
S81 SWIP	5047	01	1.0	C		A				INTERVENTION APPROACHES WITH HIV POSITIVE INDIVIDUALS AND FAMILIES
S81 SWIP	5067	01	2.0	C		A				UNDERSTANDING AND PRACTICE WITH AT-RISK AND INCARCERATED POPULATIONS AND THEIR FAMILIES
S81 SWIP	5171	01	1.0	C		A				SKILLS FOR HEALING RACISM LAB II: FACILITATING DIVERSITY DIALOGUE AND INSTITUTIONAL CHANGE
Total Units:		6.0								

Enrollment Status Data

Semester	Sem Start	Sem End	Enrollment Status	Std Level	Units	Date
SP2007	1-16-2007	5-18-2007	Full Time	3	12.0	
SU2007	5-21-2007	8-16-2007	Full Time	3	7.0	
FL2007	8-29-2007	12-20-2007	Full Time	3	13.0	
SP2008	1-14-2008	5-16-2008	Full Time	5	12.0	
SU2008	5-19-2008	8-14-2008	Full Time	5	6.0	

Other Credits

Semester	Dept	Course	Title	Type	Credit From	Units	Sem	Dean	Req.	Comments
							Start	Code	Met	
SP2007	S15	5005	RESEARCH METHODS FOR SOCIAL WORK PRACTICE		006889 University of Missouri-St Louis	3.0	0116			University of Missouri-St Louis
SP2007	S15	5011	HUMAN BEHAVIOR		006889 University of Missouri-St Louis	3.0	0116			University of Missouri-St Louis
SP2007	S15	5038	SOCIAL WORK PRACTICE WITH INDIVIDUALS, FAMILIES, AND GROUPS		006889 University of Missouri-St Louis	3.0	0116			University of Missouri-St Louis
SP2007	S15	5040	SOCIAL WELFARE POLICIES AND SERVICES		006889 University of Missouri-St Louis	3.0	0116			University of Missouri-St Louis
SP2007	S82	1000	HUMAN BIOLOGY			.0	0116			Requirement Met

GPA

Semester	Grade Points	Units Attempted	Units Earned	Pass/Fail Attempted	Pass/Fail Earned	Transfer	Level Units	Sem GPA	Cum GPA	Level
SP2007	32.1	12.0	12.0	0	0	12.0	24.0	2.68	2.68	3
SU2007	40.2	15.0	15.0	4.0	4.0	12.0	31.0	2.70	2.68	3
FL2007	66.3	27.0	27.0	5.0	5.0	12.0	44.0	2.18	2.46	4
SP2008	95.3	37.0	37.0	7.0	7.0	12.0	56.0	2.90	2.58	5
SU2008	107.3	41.0	41.0	9.0	9.0	12.0	62.0	3.00	2.62	6

Advanced Courses

Semester	Dept	Course	Sec	Units	Opt	Final	Dean	Title
SP2007	S15	SWCR 5012	01	3.0	C	B+		SOCIAL, ECONOMIC & POLITICAL ENVIRONMENT

SP2007	S15 SWCR 5015	01	3.0	C	A	HUMAN DIVERSITY
SP2007	S15 SWCR 5039	04	3.0	C	A-	SOCIAL WORK PRACTICE WITH ORGANIZATIONS AND COMMUNITIES
SP2007	S20 SWHS 4011	01	3.0	C	A-	DIFFERENTIAL DIAGNOSIS
SP2008	S30 SWDP 5502	01	3.0	C	A	APPLIED BEHAVIOR THERAPY
FL2007	S30 SWDP 5702	01	3.0	C	B-	APPLIED GROUP WORK PRACTICE
FL2007	S30 SWDP 6211	01	3.0	C	A-	TREATMENT OF MENTAL DISORDERS
SP2008	S30 SWDP 7502	01	3.0	C	A	INTERVENTION APPROACHES FOR TREATING COUPLES
FL2007	S31 SWDP 5141	01	3.0	C	B	HUMAN SEXUALITY
SP2008	S48 SWSP 5012	02	3.0	C	A	MENTAL HEALTH POLICY
FL2007	S50 SWSA 5050	01	3.0	C	B+	EVALUATION OF PROGRAMS AND SERVICES
SU2007	S70 SWPR 5006	01	3.0	P	P#	FOUNDATION PRACTICUM, FIRST SEMESTER
FL2007	S70 SWPR 5014	01	1.0	P	P#	CONCENTRATION PRACTICUM, FIRST SEMESTER
SP2008	S70 SWPR 5018	01	2.0	P	P#	CONCENTRATION PRACTICUM, SECOND SEMESTER
SU2008	S70 SWPR 5022	01	2.0	P	P#	CONCENTRATION PRACTICUM, THIRD SEMESTER
SU2007	S70 SWPR 5102	02	1.0	P	P#	INTEGRATIVE FOUNDATION FIELD PRACTICUM SEMINAR
SU2007	S80 SCWK 5000	01	3.0	C	A-	STATISTICS
SP2008	S81 SWIP 5044	01	1.0	C	B	WINDOWS INTO PSYCHOTHERAPY
SU2008	S81 SWIP 5047	01	1.0	C	A	INTERVENTION APPROACHES WITH HIV POSITIVE INDIVIDUALS AND FAMILIES
SU2008	S81 SWIP 5067	01	2.0	C	A	UNDERSTANDING AND PRACTICE WITH AT-RISK AND INCARCERATED POPULATIONS AND THEIR FAMILIES
SU2008	S81 SWIP 5171	01	1.0	C	A	SKILLS FOR HEALING RACISM LAB II: FACILITATING DIVERSITY DIALOGUE AND INSTITUTIONAL CHANGE

Advisors

Advisor	Advisor Type	Start Dt	End Dt	Program	Email
Peter Hovmand	Faculty Advisor	1/5/2007	9/19/2008	SW0001 MASTER OF SOCIAL WORK	phovmand@gwbmail.wustl.edu

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UNIVERSITY OF MISSOURI

ST LOUIS
04/14/2008

DEGREES AWARDED

UNIVERSITY OF MISSOURI - ST LOUIS
DEC 16 2006 BACHELOR OF SOCIAL WORK
GPA AT GRADUATION 3.413
MAJOR SOCIAL WORK
"CUM LAUDE"
EAST CENTRAL COLLEGE
AA GEN STUD 12/2004
AA G. S. TRAN 12/2006

DATE OF BIRTH 01/12/1981 REG NUMBER 012-14-4281
TERM 12/2006 TRM 0500 SOC SEC XXX-XX-1369
NAME CUBURN, THEODORE O
HIGH SCHOOL GRADUATION DATE 06/1975

COURSE NUMBER	COURSE TITLE	GRADE	CR	HRS	REMARKS	COURSE NUMBER	COURSE TITLE	GRADE	CR	HRS	REMARKS
012-14-4281 WINT 1981	E CENT COLL					012-14-4281 WINT 2006	UNIV OF MO-STL	A & S SR			
ECN 213	PRIN OF MACROECON	D	3	0		SOC WK 3200	INTR STRT SW IND, FAM, GRP	B+	3	0	
ENG 123	ENGLISH COMPOSITION I	C	3	0		SOC WK 3300	INTR STRT SW ORN & COMM	A-	3	0	
PS 133	AM GOV 2: STATE & LOC	B	3	0		SOC WK 4800	SUPERVD FIELD EXP I	S	4	0	
012-14-4281 SUM 1981	E CENT COLL					SOC WK 4801	INTGRV FLD EXPER SEM I	B	2	0	
HIS 123	AM HIST I	B	3	0		SOC WK 5220	SOCIOLOGICAL STATISTICS	C	3	0	
PS 272	PBL SCI-INTERNSHIP	A	2	0		TRM HRS 15.0 TRM PTS 13.10 TRM GPA 3.000					
012-14-4281 WINT 1987	E CENT COLL					012-14-4281 SUM 2006	UNIV OF MO-STL	A & S SR			
CS 1013	INTRO COMPUTERS/INFO SYS	C	3	0		ENGLISH 3100	ADV EXPOSITORY WRITING	A-	3	0	
012-14-4281 FALL 2003	E CENT COLL					PSYCH 2219	RESEARCH METHODS	A	3	0	
BI 1103	ECOLOGICAL NEEDS & FEAS	B	3	0		TRM HRS 6.0 TRM PTS 23.10 TRM GPA 3.850					
EN 1333	ENGLISH COMPOSITION II	B	3	0		012-14-4281 FALL 2006	UNIV OF MO-STL	A & S SR			
FS 1001	STUDENT SUCCESS	A	1	0		PSYCH 3360	CLIN PROBLEM CHILDHOOD	A	3	0	
MT 0103	PRE-ALGEBRA	A	3	0		SOC WK 4100	DIVERSITY & SOCIAL JUST	A-	3	0	
PR 2103	CONTEMP ETHICAL PROBLEMS	D	3	0		SOC WK 4850	SUPERVD FIELD EXP II	B	4	0	
012-14-4281 WINT 2006	E CENT COLL					SOC WK 4851	INTEGRATIVE FLD SEM II	A	2	0	
AR 1203	ART APPRECIATION I	A	3	0		TRM HRS 12.0 TRM PTS 52.00 TRM GPA 4.000					
CT 1103	PUBLIC SPEAKING	B	3	0		CAMPUS 4.0 TRM GPA 3.413 GPA HRS 56.0					
HI 2203	FOUND WORLD CIV II	B	3	0		BACHELOR OF SOCIAL WORK DEGREE FOR					
MT 0203	INTRO TO ALGEBRA	C	3	0		REQUIREMENTS SOCIAL WORK PRACTICE					
PE 1081	INTRO FITNESS & WELLNESS	A	1	0		***** NO ENTRIES BELOW THIS LINE *****					
PY 1103	GENERAL PSYCHOLOGY	B	3	0							
012-14-4281 SUM 2004	E CENT COLL										
MT 1303	INTERMEDIATE ALGEBRA	B	3	0							
PE 1181	INTERM PHYSICS CHEM	A	1	0							
PY 2853	CRISIS INTERVEN PRAC	A	3	0							
012-14-4281 FALL 2004	E CENT COLL										
BI 1543	GENERAL BIOLOGY LECTURE	B	3	0							
BI 1592	GENERAL BIOLOGY LAB	B	2	0							
CH 1003	INTRODUCTN TO CHEMISTRY	D	3	0							
PY 2503	ADOLESCENT PSYC	B	3	0							
PY 2833	PROBATION & PAROLE PRAC	A	3	0							
MO GENERAL EDUC REQUIREMENTS COMPLETED											
012-14-4281 WINT 2005	UNIV OF MO-STL	A & S SR									
ECN 1000	INTRO TO AMER ECON	B	3	0							
PSYCH 2160	SOCIAL PSYCHOLOGY	B	3	0							
SOC WK 1100	SOC WK & SOCIAL PROBLEMS	A	3	0							
SOC WK 1200	SOC WELFARE AS SOC INSTI	A	3	0							
SOC WK 1201	SOC WLFRR SOC INST LAB	A	1	0							
TRM HRS 13.0 TRM PTS 44.20 TRM GPA 3.600											
012-14-4281 SPR 2005	E CENT COLL										
MT 1323	COLLEGE MATHEMATICS	C	3	0							
012-14-4281 SUM 2005	UNIV OF MO-STL	A & S JR									
SOCIO 1010	INTRO TO SOCIOLOGY	B+	3	0							
TRM HRS 3.0 TRM PTS 9.00 TRM GPA 3.000											
012-14-4281 FALL 2005	UNIV OF MO-STL	A & S JR									
ANTHRO 2123	CULT OF OCEANIA	B+	3	0							
POL SC 1100	INTRO AMER POLITICS	B	3	0							
SOC WK 3100	INTRO INTRVN STRAT SW PR	B+	3	0							
SOC WK 3150	HUMAN BEHAV SOC ENVIR	B	3	0							
SOC WK 3200	SOCIAL ISSUES & POLICY	B	3	0							
TRM HRS 15.0 TRM PTS 48.90 TRM GPA 3.260											

ISSUED TO STUDENT

Official transcripts are printed on blue safety paper and bear the university seal and the signature of the registrar. See reverse side for explanation of grades.

In accordance with the Family Educational Rights and Privacy Acts of 1974, information from this transcript may not be released to a third party without written consent of the student. If you are unable to comply fully with this requirement, please return this record to us immediately.

RAISED SEAL
NOT REQUIRED

Janice C. Silman
Registrar



ATTACHMENT 1

Please use the link below for current map of the operational treatment courts in Missouri:

<http://www.courts.mo.gov/page.jsp?id=271>

Click on “Missouri Treatment Courts by Circuit” to access the map.

ATTACHMENT 2

THIRD PARTY SAVINGS REPORT

The vendor must submit a quarterly third party savings report to OSCA and each drug court, if requested. A separate report shall be completed for each quarter services were provided for each drug court. The report is due 30 days following the close of each quarter. At a minimum, the report shall contain the information outlined below.

Report for _____ Treatment Court.

Type of Treatment Court Adult/Juvenile/Family (circle one)

Quarter/year being reported: _____ / _____

(July thru Sept.) – (Oct. thru Dec.) – (Jan. thru March) – (April thru June)

Third Party Savings Potential	Name of Insurer/Agency	Amount collected for co-payment or deductible	Total amount of savings to the Treatment Court
Insurance Coverage			
Deductible			
Co-Payment			
Co-Insurance			
Medicaid Coverage			
Other State Agency			
Other			

Attachment 3 Collector Standards

MISSOURI GUIDELINES FOR DRUG/ALCOHOL COLLECTIONS

Ten Principles of a Good Testing Program¹

1. Design an effective drug detection program, place the policies and procedures into written form (drug court manual) and communicate the details of the drug detection program to the court staff and clients alike.
2. Develop a client contract that clearly enumerates the responsibilities and expectations associated with the court's drug detection program.
3. Select a drug-testing specimen and testing methodology that provides results that are scientifically valid, forensically defensible and therapeutically beneficial.
4. Ensure that the sample-collection process supports effective abstinence monitoring practices including random, unannounced selection of clients for sample collection and the use of witnessed/direct observation sample-collection procedures.
5. Confirm all positive screening results using alternative testing methods unless participant acknowledges use.
6. Determining the creatinine concentrations of all urine samples and sanction for creatinine levels that indicate tampering.
7. Eliminate the use of urine levels for the interpretation of client drug-use behavior. A drug test is either positive (drug presence is as or above the cutoff concentration) or negative (none detected; drug level is below the cutoff concentration).
8. Establish drug-testing results interpretation guidelines that have a sound scientific foundation and that meet a strong evidentiary standard.
9. In response to drug-testing result interpretation guidelines that have a sound scientific foundation and that meet a strong evidentiary standard.
10. Understand that drug detection represents only a single supervision strategy in an overall abstinence monitoring program.

¹ Carey, Paul, L. M.S. The Drug Court Judicial Benchbook. National Drug Court Institute (2011). Chapter 6 The Fundamentals of Drug Testing (p.113).

COLLECTOR MINIMUM STANDARDS

Any individual who collects specimens for testing acts as an official representative of the court who is required and trusted to work within the law. A collector shall refrain from manifesting bias or prejudice, or engaging in harassment, including but not limited to race, sex, gender, national origin, ethnicity, disability, age, sexual orientation or marital status.

Qualifications:

1. A minimum of 21 years of age;
2. Legal United States resident or legally eligible to work in the United States;
3. May be subject to drug and alcohol testing by the local drug court;
4. Shall be subject to background checks by the local court at the collector's expense which will include but may not be limited to: Employment history and references, fingerprint checks for open and closed federal and state criminal records, Sex Offender Registry and the Family Care Safety Registry;
5. DATIA certification and experience are recommended.

Requirements:

1. Provide monitoring function for the team by collecting urine, saliva, breath and/or hair samples;
2. Document contact with participants and forward to the court within a timely manner so information can be used during staffing sessions as determined by the local court team;
3. Be reasonably available to appear in court if requested;
4. Participate in on-going training such as the Essential Elements of Drug Court (NADCP.org) and drug collection/detection procedures and tampering techniques;
5. Competent in the procedures of drug and alcohol testing as outlined by the local court;
6. Review and understand the local policy and procedure manual and the agreement between the participant and the court;
7. Have a general understanding of drug addiction, alcoholism and treatment;
8. Abide by additional standards, roles and responsibilities set forth by the local court.

Code of Ethics:

1. Abide by all municipal, state and federal statutes;
2. Maintain professionalism at all times and treat participants with dignity and respect;
3. Maintain the confidentiality and privacy of the participant;
4. Duty to report all actions to the court;
5. Any prior relationships with participants or family members must be reported to the team;
6. Shall not loan money, property, co-sign loans or accept gifts, favors or promises from participants or family members;
7. No fraternization with any participant or family members;
8. Shall not establish a personal or business relationship with participants or family members;
9. Shall not be under the influence of drugs or alcohol when performing duties;
10. Shall not monitor participants at AA, NA or other self-help meetings whose members wish to preserve anonymity;
11. Shall not observe or obtain urine samples or perform urinalysis testing while conducting home, employment or other site visits.

COLLECTION PROCEDURES

Contracted collectors will be required to follow the procedures below for collection, control and testing of participant urine specimens which ensures the confidentiality and reliability of all test results:

General Procedures:

1. Collectors shall be the same gender as the participant submitting the specimen.
2. There shall be no physical contact between collector and participant during specimen collection.
3. Specimen collection will be in a secure location which provides privacy from other participants, uninvolved staff and sanitary conditions.
4. Collectors will collect urine specimens as directed by the drug court coordinator/administrator.
5. No participant shall participate in the collection of another participant's urine specimen or have access to collected urine specimens or drug testing equipment and supplies.

Pre-collection:

1. The participants' identity should be confirmed with a valid photo ID.
2. The participant will sign a label and the chain of custody form if the specimen is being submitted to a lab.
3. The participant will be limited to no more than 24 ounces of water within one hour.
4. All staff handling urine specimens will wear protective gloves.
5. Participants will either wash their hands or wear protective gloves prior to and during specimen procurement in order to prevent contamination of urine specimen.
6. Participants will remove clothing from the groin and buttocks areas to ensure devices are not present which would allow alteration of urine sample.
7. Any item or substance that could be used to dilute, substitute or adulterate shall be immediately reported to the court.
 - a. Such items may include, but are not limited to the following:
 - (1) containers or vials of liquid or urine that could be utilized to substitute or dilute a participant's urine;
 - (2) devices used to supply substances in lieu of the participant providing a fresh specimen;
 - (3) any contraband such as salt, bleach, iodine, visine, soap or other substances that could be used to adulterate urine, and
 - (4) any other contraband identified during the collection process.
 - b. A notice of these prohibited items should be included in the participant manual.
 - c. All confiscation of such items should be documented in a report to the court program along with a photo of the item. If unable to confiscate item, do not apprehend or attempt to use force. Describe the item in detail in a report to the court.

Collection Process:

1. All collections will be directly observed (witnessed full-frontal).
2. Participants are allowed a maximum of one hour to produce a sample. Those who refuse or fail to produce a urine specimen of at least 30cc (1 oz or half a bottle) within one hour will be considered refusal and no further subsequent attempts to collect the sample shall be conducted.
3. Urine should be collected in the standard individual container provided by a laboratory.
 - a. Disposable collection cups may be used to collect urine specimen and then poured into the bottle.

Post Collection Process:

1. The sample should be tested for creatinine and temperature (reject if not 90° - 100° F). Other tests may include specific gravity, pH, color and odor to detect possible 'flushing' patterns.
2. The participant will place the cap on the bottle, secure it and rinse the bottle before giving it to the collector.
 - a. The collector will ensure the cap is secured.

- b. All urine collected for drug testing which is not submitted to the laboratory or used for on-site testing will be disposed of in a toilet and the toilet shall be flushed.
 - c. Urine which is spilled shall be cleaned up promptly with a 10 percent liquid bleach solution or any environmental protection agency approved hospital disinfectant which destroys bacteria.
 - d. The specimen container will be disposed of in a dedicated trash container to which participants do not have access.
3. For specimens submitted to a lab:
 - a. The label will be placed on the container in the presence of the participant.
 - b. The collector should ensure the evidence tape is placed over the container lid immediately following specimen collection.
 - c. The collector must complete the lab form, initiate and sign the chain of evidence section on the day collected.
 - d. Specimens shall be placed in a refrigeration unit within 24 hours in a secured area until transported to a laboratory for analysis.
 - e. The collector will make arrangements for the transportation of all urine specimens sent to a laboratory.
 4. When the specimens are forwarded via the U.S. Postal Service or United Parcel Service, the individual relinquishing the specimens will sign the chain of evidence section in the "To" section indicating "USPS" or "UPS".
 5. For on-site tests:
 - a. A chain of custody form may be used similar to one on page 6 of the standards.
 - b. Confirmation tests should be performed if an on-site test result is questionable or a participant contests the results.

ATTACHMENT 4

Collector Background Checks/Family Care Safety Registry

The following are the procedures individuals must complete in order to be considered for a contract for collector services with OSCA and the court.

Criminal Background Checks

1. The contractor can report to their nearest Police Department or Sheriff's Office to be fingerprinted on an Applicant Fingerprint Card. (If the PD or SO has a livescan device then that may be used as well. The PD or SO will need to print the card to provide to the applicant when complete.)
2. The contractor's personal information should be entered into the various fields on the fingerprint card (Name, DOB, SSN, etc.)
3. The Employer field should list the court's name and address.
4. The ORI (Originating Agency Identifier) of the court should be placed in the ORI field on the fingerprint card.
5. The "Reason Fingerprinted" field on the fingerprint card must state "Contractor."
6. The court can mail the fingerprint card to the following address:

Missouri State Highway Patrol
Criminal Justice Information Services Division
P.O. Box 9500
Jefferson City, MO 65102 - 9500
7. A check or money order in the amount of \$36.50 (if submitted after March 19, 2012) made payable to "The Criminal Records System Fund" should accompany the fingerprint card.

Family Care Safety Registry

1. Non-commissioned trackers must register with the Family Care Safety Registry. The contractor's personal information must be entered into the various fields on the registration form (Name, DOB, SSN, etc.)
2. The Employer Associated with this Registration field should list the court's name, address and telephone number.
3. The registration form must be signed by the contractor in blue or black ink.
4. Online registration for the Family Care Safety Registry can be found at:

<http://health.mo.gov/safety/fcsr/index.php>

The online registration requires the contractor's social security number and a valid credit card. The cost is \$10.00 plus a \$1.00 processing fee.

5. Registration forms can also be mailed using the a fillable pdf version of the form which can be found at:

<http://health.mo.gov/safety/fcsr/pdf/WorkerRegistration.pdf>

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The completed registration form along with a photocopy of the contractor's Social Security card and \$10.00 fee mail to:

Missouri Department of Health and Senior Services
Family Care Safety Registry
P.O. Box 570
Jefferson City, MO 65102 - 0570

**STATE OF MISSOURI
OFFICE OF STATE COURTS ADMINISTRATOR**

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. 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. **Contractor** 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. **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.
- g. **Contractor** means a person or organization who is a successful contractor as a result of an RFP and who enters into a contract.
- h. **Exhibit** applies to forms which are included with an RFP for the contractor to complete and submit with the sealed proposal prior to the specified opening date and time.
- i. **Request for Proposal (RFP)** means the solicitation document issued to potential contractors 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.
- j. **May** means that a certain feature, component, or action is permissible, but not required.
- k. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive.
- l. **Pricing Page(s)** applies to the form(s) on which the contractor 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 contractor with the sealed proposal prior to the specified proposal opening date and time.
- m. **Shall** has the same meaning as the word must.
- n. **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 Office of State Courts Administrator.
- 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.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the contractor's responsibility to ask questions, request changes or clarification, or otherwise advise the Office of State Courts Administrator 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 contractors regarding specifications, requirements, competitive proposal process, etc., must be directed to the Contracts Coordinator, unless the RFP specifically refers the contractor to another contact. Such 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 contractor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all contractors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, contractors 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. Contractors are cautioned that the only official position of the State of Missouri is that which is issued 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 Office of State Courts Administrator monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among contractors, price-fixing by contractors, or any other anticompetitive conduct by contractors 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 Office of State Courts Administrator reserves the right to officially amend or cancel an RFP after issuance.

4. PREPARATION OF PROPOSALS

- a. Contractors **must** examine the entire RFP carefully. Failure to do so shall be at contractor'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's 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 contractor 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 contractor 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.

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- 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 contractor 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 a contractor may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the Office of State Courts Administrator and the contractor, if such contractor is selected for contract award. The clarification conference 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. Any such contractor needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- 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. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.

5. SUBMISSION OF PROPOSALS

- a. Proposals must be submitted hard copy, delivered to the Office of State Courts Administrator, Contracts Coordinator. All proposals must (1) be submitted by a duly authorized representative of the contractor's organization, (2) contain all information required by the RFP, and (3) be priced as required. Delivered proposals must be sealed in an envelope or container, and received in the Office of State Courts Administrator 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 which has been delivered to the Office of State Courts Administrator may be modified by signed, written notice which has been received by the Contracts Coordinator prior to the official opening date and time specified. A proposal may also be modified in person by the contractor 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 which has been delivered to the Office of State Courts Administrator may only be withdrawn by a signed, written notice or facsimile which has been received by the Contracts Coordinator prior to the official opening date and time specified. A proposal may also be withdrawn in person by the contractor 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. Contractors delivering a hard copy proposal to Office of State Courts Administrator 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 contractor of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the contractor's full compliance with those documents is indicated elsewhere within the contractor's response.

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. The contents of the responses shall not be disclosed at this time.
- b. It is the contractor's responsibility to ensure that the proposal is received by Office of State Courts Administrator by the official opening date and time.
- c. Proposals which are not received by the Office of State Courts Administrator 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. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the Contracts Coordinator before contract award. Upon discovering an apparent clerical error, the Contracts Coordinator shall contact the contractor 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 a contractor shall be subject to evaluation if deemed by the Office of State Courts Administrator to be in the best interest of the state of Missouri.
- c. Unless otherwise stated in the RFP, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- d. Awards shall be made to the contractor 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 contractor, and all other evaluation criteria specified in the RFP and any subsequent negotiations.
- e. In the event all contractors fail to meet the same mandatory requirement in an RFP, the Office of State Courts Administrator reserves the right, at its sole discretion, to waive that requirement for all contractors and to proceed with the evaluation. In addition, the Office of State Courts Administrator reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The Office of State Courts Administrator 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 a contractor, from contractor'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 contractors 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 contractors.
- j. Any award of a contract shall be made by notification from the Office of State Courts Administrator to the successful contractor. The Office of State Courts Administrator 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 Office of State Courts Administrator 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 Office of State Courts Administrator reserves the right to request clarification of any portion of the contractor's response in order to verify the intent of the contractor. The contractor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

8. CONTRACT/PURCHASE ORDER

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- a. By submitting a proposal, the contractor 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/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, and (4) Office of State Courts Administrator's acceptance of the proposal by "notice of award" or by "purchase order."
- c. A notice of award 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, the contractor must receive a properly authorized purchase order.
- 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, 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 Contracts Coordinator 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.

9. 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. Therefore, each invoice submitted must reference 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 Office of State Courts Administrator.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears. The state of Missouri shall not make any advance deposits.
- 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.

10. 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.

11. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received pursuant to a contract shall be deemed accepted until the Office of State Courts Administrator 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.

12. 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 Office of State Courts Administrator, (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.

13. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the state of Missouri 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.

14. 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.

15. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the Office of State Courts Administrator may cancel the contract. At its sole discretion, the Office of State Courts Administrator 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 the Office of State Courts Administrator within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.

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- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the Office of State Courts Administrator will issue a notice of cancellation terminating the contract immediately.
- c. If the Office Of State Courts Administrator cancels the contract for breach, the Office of State Courts Administrator 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 Office of State Courts Administrator 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.

16. COMMUNICATIONS AND NOTICES

Any notice to the 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 contractor.

17. 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 Office of State Courts Administrator immediately.
- b. Upon learning of any such actions, the Office of State Courts Administrator reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

18. 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.

19. 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. 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 Office of State Courts Administrator shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Office of State Courts Administrator 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.

20. 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).

21. 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.