



**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**

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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		DATE
PRINTED NAME		TITLE
COMPANY NAME		
MAILING ADDRESS		
CITY, STATE, ZIP		
E-MAIL ADDRESS		FEDERAL EMPLOYER ID NO.
PHONE NO.	FAX NO.	

NOTICE OF AWARD (OSCA USE ONLY)

ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS:		
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;
- Triageing 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.

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 recovery. 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 individuals 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		Per assessment
Assessment option (Multi-axial)		Per assessment
Assessment update		Per assessment
Case Management/Community Support		Per ¼ hour
Communicable Disease Assessment/Education/Testing		Per ¼ hour
Day Treatment		Per day
Detoxification (Social Setting)		Per day
Detoxification (Modified Medical)		Per day
Early Intervention (Intake)		Per ¼ hour
Early Intervention (Group Education)		Per ¼ hour
Early Intervention (Motivational Interviewing-Individual)		Per ¼ hour
Extended Day Treatment		Per day
Family Conference		Per ¼ hour
Family Therapy		Per ¼ hour
Group Counseling (Associate SA Counselor)		Per ¼ hour
Group Counseling (QSAP)		Per ¼ hour
Group Counseling (Collateral relationship)		Per ¼ hour
Group Education		Per ¼ hour
Group Education (Trauma Related)		Per ¼ hour
Individual Counseling		Per ¼ hour
Individual Counseling (Collateral Relationship)		Per ¼ hour
Individual Counseling (Co-Occurring Disorder)		Per ¼ hour
Individual Counseling (Trauma Related)		Per ¼ hour
Medication Services		Per ¼ hour

Medication: [Medication Assisted Treatment (MAT)]		Per prescription
Missouri Recovery Support Specialist (MRSS)		Per ¼ hour
Missouri Recovery Support Specialist Peer (MRSS-P)		Per ¼ hour
Relapse Prevention Counseling		Per ¼ hour
Residential Support		Per day
Treatment Court Day		Per ¼ hour
Virtual Counseling (Group)		Per ¼ hour
Virtual Counseling (Individual)		Per ¼ hour
Drug/Alcohol Testing: Sample Collection Only (Lab conf. only)		Per test
Sample Collection with 1-panel on-site provided by vendor		Per test
Sample Collection with 2-panel on-site provided by vendor		Per test
Sample Collection with 3-panel on-site provided by vendor		Per test
Sample Collection with 4-panel on-site provided by vendor		Per test
Sample Collection with 5-panel on-site provided by vendor		Per test
Sample Collection with 6-panel on-site provided by vendor		Per test
Sample Collection with 7-panel on-site provided by vendor		Per test
Sample Collection with 8-panel on-site provided by vendor		Per test
Sample Collection with 9-panel on-site provided by vendor		Per test
Drug Testing: Sample Collection and On-Site Test (Kit provided by Treatment Court)		Per test
Drug Testing: Breathalyzer (Equipment provided by vendor)		Per test
Drug Testing: Breathalyzer (Equipment provided by Treatment Court)		Per test

Evidence Based Program and Practice curriculum being utilized:

Which Cognitive Behavioral intervention staff is qualified to deliver:

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.

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	Schuylar							
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							

OSCA 14-042 Treatment Court Specialized Service Providers

JUDICIAL CIRCUIT	COUNTY	DWI	ADULT	FAMILY	VETERANS	JUVENILE	MALE	FEMALE
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							
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
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							

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JUDICIAL CIRCUIT	COUNTY	DWI	ADULT	FAMILY	VETERANS	JUVENILE	MALE	FEMALE
38	Taney							
38	Christian							
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.

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: _____	
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	
Address of Reference Company: <input checked="" type="checkbox"/> Street Address <input checked="" type="checkbox"/> City, State, Zip	
Reference Contact Person Information: <input checked="" type="checkbox"/> Name <input checked="" type="checkbox"/> Phone # <input checked="" type="checkbox"/> E-mail Address	
Dates of Prior Services:	
Dollar Value of Prior Services:	
Description of Prior Services Performed:	

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

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. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
2. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
3. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
4. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
5. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
6. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	

EXHIBIT C

AFFIDAVIT OF WORK AUTHORIZATION

Comes now _____ as _____ first being duly sworn on my oath
(NAME) (OFFICE HELD)
 affirm _____ 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 _____ for the duration of the contract, if awarded, in accordance with
(RFP NUMBER)
 RSMo Chapter 285.530 (2). I also affirm that _____ does not and will not knowingly
(COMPANY NAME)
 employ a person who is an unauthorized alien in connection with the contracted services related to
 _____ 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).

_____	_____
Signature (person with authority)	Printed Name
_____	_____
Title	Date

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
 commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
 _____, and my commission expires on _____.
(NAME OF STATE) (DATE)

_____	_____
Signature of Notary	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 _____	No _____
Describe and provide details:		

RFP OSCA 11-036

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 voluntary 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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

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>

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

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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.

- 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.

OSCA 14-042 Treatment Court Specialized Service Providers

1. 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.

9. CONTRACT/PURCHASE ORDER

- 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.

10. INVOICING AND PAYMENT

- a. The state of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. 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.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received 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.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the 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.

14. 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.

15. REMEDIES AND RIGHTS

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

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the 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.
- 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.

17. 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.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the 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.

19. INVENTIONS, PATENTS AND COPYRIGHTS

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

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. 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.

21. AMERICANS WITH DISABILITIES ACT

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

22. 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.