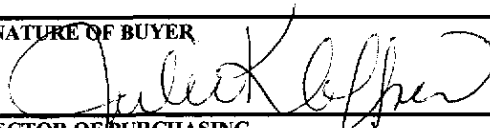
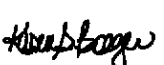


NOTICE OF AWARD

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

| | |
|---|--|
| SOLICITATION NUMBER RFPS30034901901947 | CONTRACT TITLE Residential Facility Services |
| CONTRACT NUMBER CS191947002 | CONTRACT PERIOD September 1, 2019 through June 30, 2020 |
| REQUISITION/REQUEST NUMBER NR 931 YYY19078109 | SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 4306526570 0/MB00090637 |
| CONTRACTOR NAME AND ADDRESS MERS MISSOURI GOODWILL INDUSTRIES 1727 LOCUST ST SAINT LOUIS MO 63103 | STATE AGENCY'S NAME AND ADDRESS Missouri Department of Corrections Division of Probation and Parole Post Office Box 236 Jefferson City MO 65102 |
| ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The proposal submitted by MERS Missouri Goodwill Industries in response to Solicitation/Opportunity (OPP) No. RFPS30034901901947 is accepted for 30 female residential slots in the Eastern Region. | |
| BUYER Julie Kleffner | BUYER CONTACT INFORMATION Email: Julie.Kleffner@oa.mo.gov Phone: (573) 751-7656 Fax: (573) 526-9816 |
| SIGNATURE OF BUYER  | DATE 7-2-19 |
| DIRECTOR OF PURCHASING  Karen S. Boeger | |



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

BAFO REQUEST NO.: 1
SOLICITATION/OPPORTUNITY (OPP) NO.: RFPS30034901901947
TITLE: Residential Facility Services - Statewide
ISSUE DATE: 5/20/19

REQ NO.: NR 931 YYY19078109
BUYER: Julie Kleffner
PHONE NO.: (573) 751-7656
E-MAIL: Julie.Kleffner@oa.mo.gov

BAFO RESPONSE SHOULD BE RETURNED BY: 5/31/19 AT 5:00 PM CENTRAL TIME

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

RETURN BAFO RESPONSE TO: (U.S. Mail) **PURCHASING** or (Courier Service) **PURCHASING**
PO BOX 809 **JEFFERSON CITY MO 65102-0809** **301 WEST HIGH STREET, RM 630**
JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Effective Date of Contract through June 30, 2020

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

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

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 terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP addendums and by this and any previously issued BAFO requests. The vendor agrees that the language of the original RFP as modified by any previously issued RFP addendums and by this and any previously issued BAFO requests shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri.

SIGNATURE REQUIRED

| | |
|-----------------------------------|--|
| VENDOR NAME | MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) |
| MERS Missouri Goodwill Industries | MB00090637 |
| MAILING ADDRESS | |
| 1727 Locust Street | |
| CITY, STATE, ZIP CODE | |
| Saint Louis, Missouri 63103 | |

| | |
|---|---------------------------|
| CONTACT PERSON | EMAIL ADDRESS |
| Jeff Cartnal | jcartnal@mersgoodwill.org |
| PHONE NUMBER | FAX NUMBER |
| 314-982-8809 | 314-241-1588 |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) | |
| <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input checked="" type="checkbox"/> IRS Tax-Exempt | |
| AUTHORIZED SIGNATURE | DATE |
| | 5/30/19 |
| PRINTED NAME | TITLE |
| David Kutchback | President/CEO |

BEST AND FINAL OFFER (BAFO) #1 TO RFPS30034901901947

TITLE: Residential Facility Services - Statewide

CONTRACT PERIOD: Effective Date of Contract Through June 30, 2020

RFP RFPS30034901901947 is hereby revised as follows:

1. The following paragraph in RFPS30034901901947 contains a change:

Paragraph 2.8.4

The changes are indicated in *italics and bolded, unless the change is a deletion of words.*

1. IDENTIFIED DEFICIENCIES AND AREAS OF CONCERN/CLARIFICATION:

- 1.1. Page B9, 6.2 Orientation paragraph 2, of MERS' response states, *MERS Goodwill understands that within 72 hours of arrival the State Agency will screen clients to determine who may be abusive or vulnerable to abuse.*

Section 2.6.7 of the RFP states:

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

With the Best and Final Offer Response, MERS must confirm compliance with section 2.6.7 of RFPS30034901901947 that the contractor shall provide PREA assessments.

MERS Goodwill acknowledges the specified passage was erroneous, and further notes we already conduct PREA assessments under our current contract and are prepared to continue to do so. MERS Goodwill confirms compliance with section 2.6.7 of RFPS30034901901947 that the contractor shall provide PREA assessments.

- 1.2. Page B4, Section 6.12 Lifeskills of MERS' response states:

MERS Goodwill clients are referred to New Beginnings CSTAR Program for Life Skills Education, Cognitive Behavioral Therapy, and other appropriate services. New Beginnings utilizes the CSTAR model. Developed by DBH and funded by Missouri's Medicaid program and DBH's purchase-of-service system, the Comprehensive Substance Treatment and Rehabilitation (CSTAR) Program provides a full continuum of care approach to substance use disorder treatment. CSTAR offers a flexible combination of clinical and supportive services, to include temporary living arrangements when appropriate, that vary in duration and intensity depending on the needs of the consumer. New Beginnings Group Education, presentation of recovery-related information and its application to participants, along with group discussion. Classes vary by site, but include medical information on substance abuse, life skills, meditation, spirituality, smoking cessation, parenting, and many other subjects geared toward improving recovery knowledge and quality of life.

Section 2.10.2 of the RFP states:

Residential Facilities Phase Program - All programming attended by clients shall be offered by the contractor and/or by state agency approved program providers. The contractor must provide life skills programming onsite at least two (2) times a week. The contractor's phase program must include the following three (3) phases:

With the Best and Final Offer Response, MERS must confirm compliance with section 2.10.2 of RFPS30034901901947 that MERS must provide life skills programming onsite.

MERS Goodwill confirms compliance with section 2.10.2 of RFPS30034901901947 that MERS Goodwill must provide life skills programming onsite.

- 1.3. Pages B13 and B14 of MERS' response states, *"Clients receiving up to twelve (12) hours of pass time are not allowed to take the pass overnight", "clients eligible for pass time during those holidays may be granted up to an additional 24 hour pass", and "clients may be allowed up to 48 hours of pass time".* MERS also references overnight passes for court and funerals.

Paragraphs 2.10.2 b. 2) and 2.10.2 c. 2) of RFPS30034901901947 states:

The client shall be allowed to obtain up to six (6) hours of passes (refer to the Pass Procedure, section 2.10.11) depending on program attendance, reports from program providers, and behaviors at the residential facility.

With the Best and Final Offer Response, MERS must confirm compliance with paragraphs 2.10.2 b. 2) and 2.10.2 c. 2) of RFPS30034901901947 that passes for clients shall be allowed for up to six (6) hours.

MERS Goodwill acknowledges the specified passages in its response regarding the lengths of passes clients may receive were based on the parameters of its current contract with MO DOC and not updated to reflect the new requirements of

Paragraphs 2.10.2 b. 2) and 2.10.2 c. 2) of RFPS30034901901947. MERS Goodwill confirms compliance with paragraphs 2.10.2 b. 2) and 2.10.2 c. 2) of RFPS30034901901947 that passes for clients shall be allowed for up to six (6) hours.

1.4. Page B16, 6.16 Network of Provider, paragraph 1 of MERS' response states:

The State Agency shall arrange for all referrals to outside community resources, as well as in-house groups. The State Agency shall provide support case management and monitoring, which shall include contact with those resource and/or visits to the site sufficient to monitor program progress.

Page B16, 6.17 Job development and monitoring, paragraph 2, 3, 4 & 5, identifies specific responsibilities of the state agency. However, the vendor cannot dictate the responsibilities of the state agency.

With the best and final offer, MERS must remove such statement regarding the state agency responsibilities and confirm compliance with the requirements of the RFP.

MERS Goodwill's intention in its response was not to dictate the responsibilities of the state agency. In order to provide a full and accurate picture of the client experience, our response sought to outline the flow of services to clients, including how our staff would interact and support the state agency's specific responsibilities, as provided by MO DOC and MO OA within the RFP and its amendments. MERS Goodwill regrets any confusion this language caused and confirms that MERS Goodwill has always and continues to understand that a vendor cannot dictate the responsibilities of the state agency. MERS Goodwill confirms compliance with the requirements of the RFP.

1.5. Page B17, 6.17 Job development and monitoring, second and third paragraph, MERS' response state:

Outside of the REP, the State Agency shall identify and develop potential employment opportunities for the clients, taking into consideration each client's background, experience, training and feasibility of securing employment. Arrangements for interviews, transportation and personal introductions may be included. When a client is employed, the State Agency shall provide employment case management and monitoring, which may include visits to the employment site. The State Agency shall develop partnerships with organizations and employers in the community that would assist the client with employment.

If employable, the client shall be required to secure employment and continue with assigned treatment as required. The State Agency is responsible for coordinating the services involved in each client's job search. Job development and monitoring shall be recorded in the client's file. The methods of obtaining employment may include, but are not limited to:

Paragraph 2.10.13 b. of the RFP states:

Job Development and Maintenance -If applicable to the client and as guided by the client's case management plan, the contractor shall provide or coordinate for the development and identification of potential employment opportunities for the clients, taking into consideration each client's background, experience, training, and feasibility of securing employment. Personnel providing services shall be approved by the state agency. Arrangements for interviews, transportation and personal introductions may be included.

With the Best and Final Offer Response, MERS must confirm compliance with 2.10.13 b. of RFPS30034901901947 that the contractor shall provide potential employment opportunities for clients.

MERS Goodwill confirms compliance with 2.10.13 b. of RFPS30034901901947 that the contractor shall provide potential employment opportunities for clients.

1.6. MERS has claimed that information contained within the proposal (Integrated Pest Control Management Proposal) is proprietary. According to RSMo 610.021, Subsections 13 and 14, "records which are protected from disclosure by law: (include the following:) meetings and public records relating to scientific and technological innovations in which the owner has a proprietary interest". The proposal from MERS does not fall within the guidelines for proprietary information defined in RSMo 610.021. Therefore, your proposal, in its entirety, will be made available for public review.

Confirm your understanding that the MERS' response for RFPS30034901901947 will be made available for public review.

MERS Goodwill acknowledges the proprietary claim was erroneously added to the specified form in its response. MERS Goodwill confirms its understanding that its response for RFPS30034901901947 will be made available for public review.



Michael L. Parson
Governor

Sarah H. Steelman
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Purchasing
301 West High Street, Room 630
Post Office Box 809
Jefferson City, Missouri 65102-0809
(573) 751-2387 FAX: (573) 526-9815
TTD: 800-735-2966 Voice: 800-735-2466
<https://oa.mo.gov/purchasing>

Karen S. Boeger
Director

May 20, 2019

Jeff Cartnal
MERS Missouri Goodwill Industries
1727 Locust Street
St. Louis MO 63103

VIA E-MAIL: jcartnal@mersgoodwill.org

Dear Mr. Cartnal:

In accordance with paragraph 3.2 of RFP530034901901947 – Residential Facility Services - Statewide, this letter shall constitute an official request by the State of Missouri to enter into competitive negotiations with MERS Missouri Goodwill Industries. Included with this letter are two attachments.

One attachment is a complete copy of the RFP, including revisions to the RFP as a result of this request for negotiations. The cover page of the attached RFP is the Best and Final Offer #1 form. This BAFO #1 form must be completed, signed by an authorized representative of your organization, and returned with your BAFO response. Signing the BAFO #1 form confirms your understanding and agreement to comply with the provisions and requirements of the RFP as modified by the previously issued RFP amendments and by this request for a BAFO.

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

In your response to this Best and Final Offer, you may make any modification, addition, or deletion deemed necessary to your proposal. However, please understand that the State of Missouri is under no obligation to advise you of concerns regarding your proposal and makes no claim related thereto. Your response to this BAFO request is your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other change to pricing.

Jeff Cartnal
May 20, 2019
Page 2

You are requested to respond to this BAFO request by submitting a written, sealed "Best and Final Offer" BY 5:00 PM CENTRAL TIME ON May 31, 2019 to:

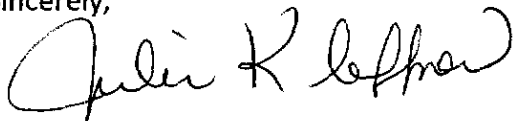
Attention: Julie Kleffner
Division of Purchasing
301 West High Street, Truman Building, Room 630
Jefferson City, MO 65101

The outside of the packet containing the BAFO response needs to state, "BAFO for RFPS30034901901947 on the lower left corner. Please provide a copy of the response in a Microsoft compatible format on a CD(s) or flash drive. Faxed or e-mailed responses are not acceptable.

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

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

Sincerely,



Julie Kleffner

c: Evaluation Team
RFPS30034901901947

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

MERS MISSOURI GOODWILL INDUSTRIES

BEST AND FINAL OFFER REQUEST LIST

BAFO NO. 1 FOR RFPS30034901901947

1. IDENTIFIED DEFICIENCIES AND AREAS OF CONCERN/CLARIFICATION:

- 1.1 Page B9, 6.2 Orientation paragraph 2, of MERS' response states, *MERS Goodwill understands that within 72 hours of arrival the State Agency will screen clients to determine who may be abusive or vulnerable to abuse.*

Section 2.6.7 of the RFP states:

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- 1.2 Page B4, Section 6.12 Lifeskills of MERS' response states:

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- 1.3 Pages B13 and B14 of MERS' response states, "*Clients receiving up to twelve (12) hours of pass time are not allowed to take the pass overnight*", "*clients eligible for pass time during those holidays may be granted up to an additional 24 hour pass*", and "*clients may be allowed up to 48 hours of pass time*". MERS also references overnight passes for court and funerals.

Paragraphs 2.10.2 b. 2) and 2.10.2 c. 2) of RFPS30034901901947 states:

The client shall be allowed to obtain up to six (6) hours of passes (refer to the Pass Procedure, section 2.10.11) depending on program attendance, reports from program providers, and behaviors at the residential facility.

With the Best and Final Offer Response, MERS must confirm compliance with paragraphs 2.10.2 b. 2) and 2.10.2 c. 2) of RFPS30034901901947 that passes for clients shall be allowed for up to six (6) hours.

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Page B16, 6.17 Job development and monitoring, paragraph 2, 3, 4 & 5, identifies specific responsibilities of the state agency. However, the vendor cannot dictate the responsibilities of the state agency.

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- 1.5 Page B17, 6.17 Job development and monitoring, second and third paragraph, MERS' response state:

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Paragraph 2.10.13 b. of the RFP states:

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With the Best and Final Offer Response, MERS must confirm compliance with 2.10.13 b. of RFPS30034901901947 that the contractor shall provide potential employment opportunities for clients.

- 1.6 MERS has claimed that information contained within the proposal (Integrated Pest Control Management Proposal) is proprietary. According to RSMo 610.021, Subsections 13 and 14, “records which are protected from disclosure by law: (include the following:) meetings and public records relating to scientific and technological innovations in which the owner has a proprietary interest”. The proposal from MERS does not fall within the guidelines for proprietary information defined in RSMo 610.021. Therefore, your proposal, in its entirety, will be made available for public review.

Confirm your understanding that the MERS’ response for RFPS30034901901947 will be made available for public review.



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
REQUEST FOR PROPOSAL (RFP)

SOLICITATION/OPPORTUNITY (OPP) NO.: RFPS30034901901947
TITLE: Residential Facility Services - Statewide
ISSUE DATE: 3/19/19

REQ NO.: NR 931 YYY19078109
BUYER: Julie Kleffner
PHONE NO.: (573) 751-7656
E-MAIL: Julie.Kleffner@oa.mo.gov

Proposal receipt date changed from 4/19/19 to 4/29/19 via Addendum #01
RETURN PROPOSAL NO LATER THAN: 4/29/19 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuys.mo.gov) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type Solicitation/OPP Number and End Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

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

CONTRACT PERIOD: Effective Date of Contract through June 30, 2020

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

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

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 (Revised 10/19/15). 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 from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

SIGNATURE REQUIRED

| | | | |
|---|--|---|--|
| VENDOR NAME | | MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) | |
| MERS Missouri Goodwill Industries | | MB00090637 | |
| MAILING ADDRESS | | | |
| 1727 Locust Street | | | |
| CITY, STATE, ZIP CODE | | | |
| Saint Louis, Missouri 63103 | | | |
| CONTACT PERSON | | EMAIL ADDRESS | |
| Jeff Cartnal | | jcartnal@mersgoodwill.org | |
| PHONE NUMBER | | FAX NUMBER | |
| 314-982-8809 | | 314-241-1588 | |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) | | | |
| <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input checked="" type="checkbox"/> IRS Tax-Exempt | | | |
| AUTHORIZED SIGNATURE | | DATE | |
| | | 4-26-19 | |
| PRINTED NAME | | TITLE | |
| David Kutchback | | President/CEO | |



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
REQUEST FOR PROPOSAL (RFP)

ADDENDUM NO.: 01
SOLICITATION/OPPORTUNITY (OPP) NO.: RFPS30034901901947
TITLE: Residential Facility Services - Statewide
ISSUE DATE: 4/16/19

REQ NO.: NR 931 YYY19078109
BUYER: Julie Kleffner
PHONE NO.: (573) 751-7656
E-MAIL: Julie.Kleffner@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 4/29/19 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuys.mo.gov) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type Solicitation/OPP Number and End Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND ADDENDUM(S) TO:

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

CONTRACT PERIOD: Effective Date of Contract through June 30, 2020

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

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

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 terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP addendums. The vendor should, as a matter of clarity and assurance, also sign and return all previously issued RFP addendum(s) and the original RFP document. The vendor agrees that the language of the original RFP as modified by this and any previously issued RFP addendums shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

SIGNATURE REQUIRED

| | |
|---|---|
| VENDOR NAME MERS Missouri Goodwill Industries | MISSOURIBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) MB00090637 |
| MAILING ADDRESS 1727 Locust Street CITY, STATE, ZIP CODE Saint Louis, Missouri 63103 | |
| CONTACT PERSON Jeff Cartnal | EMAIL ADDRESS jcartnal@mersgoodwill.org |
| PHONE NUMBER 314-982-8809 | FAX NUMBER 314-241-1588 |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input checked="" type="checkbox"/> IRS Tax-Exempt | |
| AUTHORIZED SIGNATURE | DATE 4-26-19 |
| PRINTED NAME David Kutchback | TITLE President/CEO |



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
REQUEST FOR PROPOSAL (RFP)

ADDENDUM NO.: 02
SOLICITATION/OPPORTUNITY (OPP) NO.: REPS30034901901947
TITLE: Residential Facility Services - Statewide
ISSUE DATE: 4/23/19

REQ NO.: NR 931 YYY19078109
BUYER: Julie Kleffner
PHONE NO.: (573) 751-7656
E-MAIL: Julie.Kleffner@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 4/29/19 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuy.mo.gov) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type Solicitation/OPP Number and End Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND ADDENDUM(S) TO:

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

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

CONTRACT PERIOD: Effective Date of Contract through June 30, 2020

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

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

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 terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP addendums. The vendor should, as a matter of clarity and assurance, also sign and return all previously issued RFP addendum(s) and the original RFP document. The vendor agrees that the language of the original RFP as modified by this and any previously issued RFP addendums shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYs. If not registered at time of proposal opening, the vendor must register in MissouriBUYs upon request by the state immediately after proposal opening.

SIGNATURE REQUIRED

| | |
|---|---|
| VENDOR NAME | MissouriBUYs SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) |
| MERS Missouri Goodwill Industries | MB00090637 |
| MAILING ADDRESS | |
| 1727 Locust Street | |
| CITY, STATE, ZIP CODE | |
| Saint Louis, Missouri 63103 | |
| CONTACT PERSON | EMAIL ADDRESS |
| Jeff Cartnal | jcartnal@mersgoodwill.org |
| PHONE NUMBER | FAX NUMBER |
| 314-982-8809 | 314-241-1588 |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) | |
| <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input checked="" type="checkbox"/> IRS Tax-Exempt | |
| AUTHORIZED SIGNATURE | DATE |
| | 4-26-19 |
| PRINTED NAME | TITLE |
| David Kutchback | President/CEO |

Solicitation # RFPS30034901901947 Residential Facility Services
Company Name: MERS Missouri Goodwill Industries
Contact Name: Jeff Cartnal, Vice President of Program Development

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 - Addendum 2

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- c. Technical Proposal –
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 - Additional Unnumbered Attachments Referenced in Proposal
 - Pest Control Inspection
 - MERS Goodwill PREA Policy and Procedure
 - MERS Goodwill State Halfway House Standard Operations Procedures (House Rules)
 - Job Descriptions

- d. Miscellaneous Exhibits / Information -
 - 1) Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation, Organizations for the Blind Sheltered Workshops Preference, and/or Missouri Service-Disabled Veteran Business Enterprise Participation –
 - Exhibit G, Participation Commitment Page G1-G2
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EXHIBIT A**PRICING PAGES****1. Original Contract Period Price Per Residential Slot:** *(UNSPSC Code: 92101703 / 85122103)*

- 1.1 For each geographic region proposed and the gender of slots proposed, the vendor shall provide a firm, fixed price per residential slot (one bed for twenty-four (24) hours each day of the contract period which shall be reserved for the exclusive use of the state agency and which is actually utilized by client) for the original contract period in the following table(s) for providing residential facility services in accordance with the provisions and requirements of this RFP.
- 1.2 If proposing both male residential slots and female residential slots within a geographic region, the vendor's firm, fixed pricing shall not vary between gender.

2. Renewal Option Years Price Per Residential Slot:

- 2.1 For each geographic region proposed and the gender of slots proposed, the vendor must indicate in the following table(s) the maximum price per residential slot for the renewal option years.
- 2.2 If a maximum price per residential slot is not stated (e.g. left blank, page not returned, etc.), the state shall have the right to execute the option at the same firm, fixed price per residential slot stated for the original contract period.
- 2.3 The vendor shall not quote a maximum increase to the price per residential slots that exceeds the following:
 - 1) First Renewal Period - 5% of the firm, fixed price per residential slot for the original contract period;
 - 2) Second Renewal Period - 10% of the firm, fixed price per residential slot for the original contract period; and
 - 3) Third Renewal Period - 15% of the firm, fixed price per residential slot for the original contract period.
- 2.4 Vendors are cautioned that **pricing shall remain the same for the renewal options** unless the state agency is appropriated additional funds for this service in which case the prices shall be pursuant to the applicable renewal option clauses, paragraph 2.20.3, of this document.

3. Proposed Number of Residential Slots:

- 3.1 For each geographic region proposed, the vendor must quote the minimum number of male residential slots and/or female residential slots and the maximum number of male residential slots and/or female residential slots for which the firm, fixed price per residential slot is applicable.
- 3.2 The vendor shall not submit multiple prices ("sliding scale") within a range of residential slots. A sliding scale shall not be accepted.
- 3.3 The vendor shall not quote less than the minimum number of residential slots or more than the maximum number of residential slots identified in the following tables. In the event the vendor does not quote a minimum, it shall be deemed to mean the minimum identified in the following table shall apply. In the event the vendor does not quote a maximum, it should be deemed to mean the maximum number of residential slots identified in the following table shall apply.

EXHIBIT A, continued

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|---|
| 1. EASTERN REGION |
| ORIGINAL CONTRACT PERIOD PRICE PER RESIDENTIAL SLOT |
| Firm, Fixed Price Per Residential Slot: <u> \$73.29 </u> (Line item 1) |
| RENEWAL OPTION YEARS PRICE PER RESIDENTIAL SLOT |
| First Renewal Period Maximum Price Per Residential Slot: <u> \$76.96 </u> (Line item 2) <i>(not to exceed 5% of the firm, fixed price per residential slot for the original contract period)</i> |
| Second Renewal Period Maximum Price Per Residential Slot: <u> \$80.62 </u> (Line item 3) <i>(not to exceed 10% of the firm, fixed price per residential slot for the original contract period)</i> |
| Third Renewal Period Maximum Price Per Residential Slot: <u> \$84.29 </u> (Line item 4) <i>(not to exceed 15% of the firm, fixed price per residential slot for the original contract period)</i> |
| PROPOSED NUMBER OF RESIDENTIAL SLOTS |
| MALE RESIDENTIAL SLOTS: If proposing male residential slots, the vendor shall complete the following: The prices quoted shall be applicable to a minimum of <u> 0 </u> <i>(must not quote less than 10)</i> male residential slots through a maximum of <u> 0 </u> <i>(must not quote more than 25)</i> male residential slots. |
| FEMALE RESIDENTIAL SLOTS: If proposing female residential slots, the vendor shall complete the following: The prices quoted shall be applicable to a minimum of <u> 30 </u> <i>(must not quote less than 10)</i> female residential slots through a maximum of <u> 38 </u> <i>(must not quote more than 55)</i> female residential slots. |

EXHIBIT A, continued

| |
|---|
| 2. NORTH CENTRAL REGION |
| ORIGINAL CONTRACT PERIOD PRICE PER RESIDENTIAL SLOT |
| Firm, Fixed Price Per Residential Slot: \$ <u>No Bid</u> (Line item 5) |
| RENEWAL OPTION YEARS PRICE PER RESIDENTIAL SLOT |
| First Renewal Period Maximum Price Per Residential Slot: \$ <u>No Bid</u> (Line item 6) <i>(not to exceed 5% of the firm, fixed price per residential slot for the original contract period)</i> |
| Second Renewal Period Maximum Price Per Residential Slot: \$ <u>No Bid</u> (Line item 7) <i>(not to exceed 10% of the firm, fixed price per residential slot for the original contract period)</i> |
| Third Renewal Period Maximum Price Per Residential Slot: \$ <u>No Bid</u> (Line item 8) <i>(not to exceed 15% of the firm, fixed price per residential slot for the original contract period)</i> |
| PROPOSED NUMBER OF RESIDENTIAL SLOTS |
| MALE RESIDENTIAL SLOTS: If proposing male residential slots, the vendor shall complete the following: The prices quoted shall be applicable to a minimum of _____ <i>(must not quote less than 10)</i> male residential slots through a maximum of _____ <i>(must not quote more than 25)</i> male residential slots. |
| NOTE: No female residential slots are needed at this time. |

EXHIBIT A, continued

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| 3. NORTHEAST REGION |
| ORIGINAL CONTRACT PERIOD PRICE PER RESIDENTIAL SLOT |
| Firm, Fixed Price Per Residential Slot: \$ <u>No Bid</u> (Line item 9) |
| RENEWAL OPTION YEARS PRICE PER RESIDENTIAL SLOT |
| First Renewal Period Maximum Price Per Residential Slot: \$ <u>No Bid</u> (Line item 10) <i>(not to exceed 5% of the firm, fixed price per residential slot for the original contract period)</i> |
| Second Renewal Period Maximum Price Per Residential Slot: \$ <u>No Bid</u> (Line item 10) <i>(not to exceed 10% of the firm, fixed price per residential slot for the original contract period)</i> |
| Third Renewal Period Maximum Price Per Residential Slot: \$ <u>No Bid</u> (Line item 12) <i>(not to exceed 15% of the firm, fixed price per residential slot for the original contract period)</i> |
| PROPOSED NUMBER OF RESIDENTIAL SLOTS |
| MALE RESIDENTIAL SLOTS: If proposing male residential slots, the vendor shall complete the following: The prices quoted shall be applicable to a minimum of _____ <i>(must not quote less than 10)</i> male residential slots through a maximum of _____ <i>(must not quote more than 25)</i> male residential slots. |
| NOTE: No female residential slots are needed at this time. |

EXHIBIT A, continued

4. SOUTHEAST REGION

ORIGINAL CONTRACT PERIOD PRICE PER RESIDENTIAL SLOT

Firm, Fixed Price Per Residential Slot: \$ No Bid (Line item 13)

RENEWAL OPTION YEARS PRICE PER RESIDENTIAL SLOT

First Renewal Period

Maximum Price Per Residential Slot: \$ No Bid (Line item 14)
(not to exceed 5% of the firm, fixed price per residential slot for the original contract period)

Second Renewal Period

Maximum Price Per Residential Slot: \$ No Bid (Line item 15)
(not to exceed 10% of the firm, fixed price per residential slot for the original contract period)

Third Renewal Period

Maximum Price Per Residential Slot: \$ No Bid (Line item 16)
(not to exceed 15% of the firm, fixed price per residential slot for the original contract period)

PROPOSED NUMBER OF RESIDENTIAL SLOTS

MALE RESIDENTIAL SLOTS: If proposing female residential slots, the vendor shall complete the following:

The prices quoted shall be applicable to a minimum of _____ *(must not quote less than 10)* male residential slots through a maximum of _____ *(must not quote more than 25)* male residential slots.

NOTE: No female residential slots are needed at this time.

EXHIBIT A, continued

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| 5. SOUTHWEST REGION |
| ORIGINAL CONTRACT PERIOD PRICE PER RESIDENTIAL SLOT |
| Firm, Fixed Price Per Residential Slot: \$ <u>No Bid</u> (Line item 17) |
| RENEWAL OPTION YEARS PRICE PER RESIDENTIAL SLOT |
| First Renewal Period Maximum Price Per Residential Slot: \$ <u>No Bid</u> (Line item 18) <i>(not to exceed 5% of the firm, fixed price per residential slot for the original contract period)</i> |
| Second Renewal Period Maximum Price Per Residential Slot: \$ <u>No Bid</u> (Line item 19) <i>(not to exceed 10% of the firm, fixed price per residential slot for the original contract period)</i> |
| Third Renewal Period Maximum Price Per Residential Slot: \$ <u>No Bid</u> (Line item 20) <i>(not to exceed 15% of the firm, fixed price per residential slot for the original contract period)</i> |
| PROPOSED NUMBER OF RESIDENTIAL SLOTS |
| MALE RESIDENTIAL SLOTS: If proposing male residential slots, the vendor shall complete the following: The prices quoted shall be applicable to a minimum of _____ <i>(must not quote less than 10)</i> male residential slots through a maximum of _____ <i>(must not quote more than 25)</i> male residential slots. |
| FEMALE RESIDENTIAL SLOTS: If proposing female residential slots, the vendor shall complete the following: The prices quoted shall be applicable to ten (10) female residential slots. |

EXHIBIT A, continued

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| 6. WESTERN REGION |
| ORIGINAL CONTRACT PERIOD PRICE PER RESIDENTIAL SLOT |
| Firm, Fixed Price Per Residential Slot: \$ <u>No Bid</u> (Line item 21) |
| RENEWAL OPTION YEARS PRICE PER RESIDENTIAL SLOT |
| First Renewal Period Maximum Price Per Residential Slot: \$ <u>No Bid</u> (Line item 22) <i>(not to exceed 5% of the firm, fixed price per residential slot for the original contract period)</i> |
| Second Renewal Period Maximum Price Per Residential Slot: \$ <u>No Bid</u> (Line item 23) <i>(not to exceed 10% of the firm, fixed price per residential slot for the original contract period)</i> |
| Third Renewal Period Maximum Price Per Residential Slot: \$ <u>No Bid</u> (Line item 24) <i>(not to exceed 15% of the firm, fixed price per residential slot for the original contract period)</i> |
| PROPOSED NUMBER OF RESIDENTIAL SLOTS |
| MALE RESIDENTIAL SLOTS: If proposing male residential slots, the vendor shall complete the following: The prices quoted shall be applicable to a minimum of _____ <i>(must not quote less than 10)</i> male residential slots through a maximum of _____ <i>(must not quote more than 60)</i> male residential slots. |
| FEMALE RESIDENTIAL SLOTS: If proposing female residential slots, the vendor shall complete the following: The prices quoted shall be applicable to a minimum of _____ <i>(must not quote less than 10)</i> female residential slots through a maximum of _____ <i>(must not quote more than 25)</i> female residential slots. |

EXHIBIT B, continued*Exhibit revised by Addendum #01*

EXHIBIT B
TECHNICAL PROPOSAL
PROPOSED METHODOLOGY AND APPROACH

Directions for Vendor:

1. The vendor should present a written plan for performing the requirements specified in Section 2, Contractual Requirements.
2. The Proposed Methodology and Approach should be no longer than 50 pages, including any exhibits related to the proposal. In the event the vendor is proposing more than one geographic region, the vendor may include up to five additional pages per geographic region.
3. Standard fonts, 11 point or above, should be used.

In presenting the Proposed Methodology and Approach, the vendor should discuss the following areas:

1. **Length of Time for Program Implementation for Having an Operational Residential Facility** - The vendor shall indicate length of time required for program implementation, expressed as number of calendar days after State Agency authorization to proceed with services, not to exceed 180 calendar days. In the event the vendor does not specify a number of calendar days, the state shall assume 180 calendar days. The vendor should also complete Exhibit C, Implementation Plan or Readiness plan.

_____ 0 _____ Calendar Days

2. **Residential Facility Requirements --**

- 2.1 Describe how the residential facility(ies) will provide a clean, safe, and healthy environment. In addition, describe the pest and rodent control inspection and fumigation plan. Provide a copy of the most recent inspection.

MERS Goodwill has developed, maintained, and equipped the facility's environment to insure the health, safety, and comfort of the clients. These same standards will be upheld through the new contract if awarded. MERS Goodwill will continue to provide clients with reasonable protection against the danger of fire and smoke, injury attributable to the environment, electrical hazards, and the spread of disease and infection. MERS Goodwill maintains equipment in good working order, and the agency maintains proof of compliance with local, state and federal building, zoning, fire safety, and health codes. Such verification is on file and available for review by the State Agency at any time.

MERS Goodwill understands that if there is a conflict between local standards and those required by this contract, the State Agency will call upon the State Fire Marshall and/or the Department of Health and/or the Office of Administration, and the Division of Design and Construction at the option and expense of the State Agency. MERS Goodwill understands that it is responsible for making any changes that may be recommended as a result of such inspections. MERS Goodwill shall comply with the State of Missouri Department of Health, the State of Missouri Fire Marshall, and/or the State Agency safety inspector.

The most recent pest and rodent control inspection is included as an attachment to the proposal.

- 2.2. Identify and provide evidence of active participation in the local reentry process or the proposed participation in the local reentry process.

EXHIBIT B, continued

MERS Goodwill shall utilize available external community and internal agency resources to meet the assessed need of the client. Referral decisions will be made in concert with the State Agency liaison in order to identify the most appropriate resources for each client. MERS Goodwill shall maintain a current listing of resources and refer clients to the most appropriate service based on assessment conclusions, taking into consideration financial abilities. MERS Goodwill maintains a current United Way resource directory, utilizes the 211 Social Services Hotline operated by the United Way, and is in frequent contact with local, state and federal resources.

MERS Goodwill maintains referral arrangements with a wide range of community service providers, which include, but are not limited to: substance abuse counseling/treatment, Personal, counseling/aggression management/conflict resolution, Family counseling, Parenting, Financial management, and Career development and employment

The following listing shall be utilized for external/community resources. The following resources represent a sample of the extensive resources available:

- Adult basic Education /GED Programs
- Affinia Healthcare
- Alcoholics Anonymous
- Alternatives to Living in Violent Environments
- Assisted Recovery Centers of America (ARCA)
- Behavioral Health Response
- BJC Behavioral Health
- Center for Women in Transition (CWIT)
- Center for Life Solutions
- Community Treatment, Inc. (COMTREA)
- Connections to Success
- Criminal Justice Ministries
- Employment Connections
- Family Resource Center
- Housing Resource Center
- Humanitri
- Joyce Meyer Ministries/ St. Louis Dream Center
- Let's Start
- Missouri State Division of Employment Security
- Missouri State Division of Family Services
- Missouri Division of Vocational Rehabilitation
- Myrtle Hillard Comprehensive Health Center
- Narcotics Anonymous
- New Life Evangelistic Center
- New Beginnings Treatment Center
- Our Lady's Inn
- Places for People
- Planned Parenthood
- Preferred Family Health Center
- Queen of Peace Treatment Center
- Redevelopment Opportunities for Women
- St. Francis Xavier Catholic Church
- St. Louis Agency on Training and Employment
- St. Louis Effort for AIDS
- St. Patrick Center
- Women's Safe House
- YWCA

These resources will be utilized for specific treatment of clients. They cover areas such as re-establishing family ties, unemployment/training, housing/homeless, adult and higher education, counseling for drug/alcohol abuse, mental health, AIDS resources, basic reentry needs, and domestic abuse, to name a few. Given the number and extent of these services, it is expected that service delivery and financial abilities of the client will be taken into consideration.

MERS Goodwill will refer a client to an external resource only if that resource shall be available for service delivery within thirty (30) calendar days of the client's arrival date. The State Agency shall arrange for all referrals to outside community resources, as well as in-house groups. The State Agency shall provide support case management and monitoring, which shall include contact with the resource and/or visits to the site sufficient to monitor program progress.

MERS Goodwill agrees and understands that if providing or referring a client to a treatment program, the program shall be accessible to persons of all faiths and to persons of no faith who are atheist, agnostic, or undecided. MERS Goodwill agrees the program shall include presentation of reasonable alternatives wherever the program incorporated ideation of "God" or a "higher power." The community transition plan is reviewed regularly and will be revised in concert with the liaison officer if programming, treatment, or external referrals have changed from the time of assessment.

EXHIBIT B, continued

In 2018, MERS Goodwill was awarded a three-year grant from the U.S. Department of Labor Employment and Training Administration under their Adult Reentry initiative. The MERS Goodwill ReEntry Program (REP) is already partnering with the Missouri Department of Corrections, including Probation and Parole staff, to work with men and women clients who are leaving incarceration and reentering the St. Louis County and City region. MERS Goodwill provides Job Readiness Training directly and helps clients access services at the local Workforce Development Board (St. Louis Agency on Training and Employment, aka SLATE). All participants are engaged with some form of employment services, including a mix of Assessment, Career Counseling, Individualized Service Planning, Job Readiness Training, Job Development and Search, Job Placement, and/or Job Retention support. Nearly two-thirds of all REP clients participate in some form of Occupational Skills Training, such as pre-apprenticeship training or educational services, including HiSET or Adult Basic Education. Some participants also receive a paid pre-apprenticeship work experience – 20 hours a week at minimum wage for an average of 3 months. MERS Goodwill is already leveraging these expanded, more intensive reentry services with our State Residential Facility Services client population, enrolling eligible RFS clients as much as possible. We propose to continue this partnership between programs if awarded continued funding for our RFS program.

2.3. Describe the following within the residential facility(ies):

2.3.1 Sleeping arrangements

Sleeping arrangements consist of multiple occupied rooms (three to twelve beds per room). Each client has at least forty-eight square feet of contiguous floor space in the sleeping area. This space does not include hallways, closets, and bath facilities. One chair or footlocker is provided for each two clients. Each client has clothes hanging space equivalent to an eight-inch long rack, and a lockable locker or footlocker, with an internal area of 14 inches by 7 inches by 18 inches. MERS Goodwill provides locks free of charge to the client.

All sleeping spaces are well ventilated through a mechanical system. MERS Goodwill's facility is air-conditioned. The windows are inoperable, and are screwed shut.

MERS Goodwill understands that within 72 hours of arrival, and again within 30 days of first screening, the State Agency will screen clients to determine who may be abusive or vulnerable to abuse. Upon notification of screening results, MERS Goodwill will manage sleeping arrangements to ensure any client vulnerable to abuse is not assigned to the same sleeping area as a client who may be abusive. Care is also taken in room placement when made aware that clients are known enemies. A specific room, within direct eye-site of the command station, is designated for clients conveying suicidal ideations. Clients are not permitted to close the door to their sleeping area for security purposes. Despite open doors, sleeping areas provide space so that clothes changing can occur out of direct eyesight.

2.3.2 Furniture, furnishings and equipment

MERS Goodwill supplies ample furniture, furnishings, and equipment to accommodate all clients. The dining area located on the first floor of the facility contains enough tables and chairs to accommodate forty clients at one time, more than the maximum proposed slots. At the present time, sixty spaces are available. All furniture and furnishings, including chairs, are clean, comfortable, sturdy, and in excellent condition.

2.3.3 Toilets, washbasins, and showers/shower bays/baths

MERS Goodwill's facility maintains bath/toilet facilities for State Agency resident client use. Facilities contain one operable toilet, one operable washbasin, and one operable shower/shower bay for every ten female clients for whom services are contracted. Currently the facility has four toilets with stalls and stall doors, four washbasins, and four showers with shower curtains for use by clients referred to the program, which will accommodate up to forty residents. Toilets and showers are arranged so that male staff cannot view clients while using those facilities. Clean, filled, and operational soap dispensers are located at every sink. Clean, filled, and operational hand towel

EXHIBIT B, continued

dispensers are located in each restroom. Each client is also issued two towels and two washcloths. Separate staff restroom facilities are located immediately adjacent to the secured area on the seventh floor of Aftergut.

2.3.4) Laundry equipment

MERS Goodwill provides two (2) operating washers and two (2) operating dryers for the exclusive use of State Agency clients. The laundry equipment is free of charge to the clients. The equipment is installed on the seventh floor within the designated residential area. MERS Goodwill provides free of charge reasonable supplies (soap and detergents) for all clients.

2.3.5 Recreation

MERS Goodwill provides the following four (4) different on-site recreational activities, free of charge and in a sufficient quantity:

- (1) Board games
- (2) Continuous access to color television and DVD player.
- (3) Television and satellite television subscription with at least one premium movie channel.
- (4) Two computers with games, tutorials, CD ROM, and an internet connection.

MERS Goodwill utilizes one TV with satellite service and DVD players for recreational activity. In addition to the two internet-accessible computers available for job search activities, clients have access to a daily newspaper. The facility is within walking distance of the YMCA and library, and clients are encouraged to use these services, and participate in similar community activities. If awarded the contract, MERS Goodwill will provide WIFI for clients.

MERS Goodwill also provides three supervised smoke breaks per day for clients who are present during the time of the smoke break and are not on restriction.

2.3.6 Visiting area

Currently, MERS Goodwill provides visiting hours from 5:30 p.m. to 8:30 p.m. each Saturday and Sunday, which constitute a minimum of six (6) hours per week. MERS Goodwill posts the visiting hours schedule in the client handbook and an area accessible to clients and visitors, and documents the schedule in the house rules. MERS Goodwill provides for visitation in the dining area after eating and food preparation periods. No other activities are scheduled for the dining area during visitation periods.

2.3.7 State Agency office space

MERS Goodwill agrees to continue to provide office space with furniture, an operational telephone and lockable storage space for State Agency use for daily activities and supervision of clients. MERS Goodwill also provides an area within the office exclusively for State Agency storage.

- 2.4 Economic Impact to Missouri - the vendor should describe the economic advantages that will be realized as a result of the vendor performing the required services. The vendor should respond to the following:**

- 2.4.1 Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.**

All services proposed in this document will be performed by MERS Goodwill, State Agency, and outside vendor staff employed in Missouri.

EXHIBIT B, continued

- 2.4.2 Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

Clearly the provision of residential services with an emphasis upon the safe return of clients to the community and to a productive lifestyle has significant positive implications for the State of Missouri in relation to increased tax revenue collections. MERS Goodwill will assist with employment options through collaboration with its numerous employment programs offered by the organization. MERS Goodwill has area offices well positioned in the area, which will enhance the likelihood that jobs will be obtained at locations and in career paths that are consistent with the clients' experience, interests, and needs.

- 2.4.3 Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

MERS Goodwill is one of the largest multi-purpose human service agencies in the State of Missouri. It is also recognized as one of the fastest growing Goodwill members in the international Goodwill network. Although MERS Goodwill shall offer its residential services within a fairly well defined area of the state, it has other program locations and retail operations throughout the eastern, central, and southern portions of the state. With its 44 stores, 55 area centers, sheltered workshop, and multiple contract locations, MERS Goodwill has budgeted total revenues of \$186,929,569 for 2019.

3. PREA Standards - Provide a copy of, or describe the plan, for developing a PREA standard operating procedure, to include the following:
- 3.1 Medical and mental health advocacy services and emergency treatment services at no cost to the victim;
 - 3.2 Procedure to prevent cross-gender strip searches, visual body searches, and pat down searches;
 - 3.3 Training curriculum; and
 - 3.4 Description of PREA protocols.

The MERS Goodwill PREA standard operating procedure is included as an attachment to the proposal.

4. Security Requirements - Describe the security policy, protocol, and process.

MERS Goodwill only hires individuals at least 21 years of age to perform residential facility services. A background investigation, including Missouri State Highway Patrol screenings, is completed on all new employees prior to being allowed entry into the facility. MERS Goodwill understands the State Agency has the right to deny access into the facility for any employee for any reason. MERS Goodwill does not currently have any employees under active federal or state felony or misdemeanor supervision performing residential facility services, nor does it plan to hire any individual under active supervision. MERS Goodwill understands that advance written division director approval must be received prior to any individual under active supervision or with prior felony convictions performing services. Any employee or potential employee who has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution shall be denied access into the institution.

MERS Goodwill, its agents or employees, shall not obstruct the State Agency nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe residential environment.

On July 29-30, 2015 MERS Goodwill had our initial Prison Rape Elimination Act (PREA) audit conducted by a state approved PREA auditor. Our next audit will be in 2018, and we will continue on a 3-year basis thereafter. Verification of required staffing patterns as identified in the Employee Expense Charged to Contract Exhibit, as

EXHIBIT B, continued

outlined in the awarded contract, through staff schedules, will be provided to the stage agency. MERS Goodwill will maintain verification of completion of State Agency audit of staffing patterns.

The MERS Goodwill facility provides adequate security to assure that the client and community feel comfortable with precautions taken to reduce risk and liability, and to increase public acceptance and support. Both the features and systems of the MERS Goodwill residential physical plant are designed to prevent unauthorized entries and detect unauthorized exits. MERS Goodwill understands and agrees that it must receive prior approval of the State Agency for any changes to the security features and systems of the residential facility.

The facility is located on the top floor of a seven-story building. The seventh floor is not accessible to the general public. General public access into the building and elevator access to other floors in the building is locked out during the hours of 4:00 p.m. to 7:30 a.m. and all day on Saturdays, Sundays, and holidays. Entrance into the facility area, and building entrance outside of regular office hours, is electronically controlled and monitored at all times by security staff. All visitors must present identification credentials prior to entering the facility on each occasion. Closed-circuit cameras are installed to monitor residential movement within the facility on the seventh floor, as well as the building's entrance, exits and parking areas. Both stairwells and all exit doors are security armed for monitoring unauthorized entry and exit. Quad screen monitors are in place in the seventh floor security office as well as in the office of the MERS Goodwill President in order to provide continuous surveillance.

All electronic security is monitored internally by staff on duty, as well as by an outside security contractor. Alarm panels are located in the seventh floor security office. In the event that an alarm is activated, the MERS Goodwill Facilities Director is notified immediately via cellular phone by contract security and/or security staff. External emergency services (fire, police, and ambulance) can also be contacted in this manner or through staff usage of 911.

Security staff do not engage in duties other than security while assigned to that task. This is clearly designated on the job description. General clerical, maintenance and food preparation duties are not the routine responsibility of security staff, but may be needed in the event of an unexpected emergency, such as shutting off water during a leak, heating up reserved meals for a late returning resident, etc.

The MERS Goodwill facility is contained within one building and one floor space. At least two security personnel are on duty at all times. MERS Goodwill agrees to continue to operate in accordance with the security policy, protocol and process described in this proposal.

MERS Goodwill maintains an electronic monitoring system via Closed-circuit cameras, calibrated to the manufacturer's specifications, to ensure the whereabouts and movements of security staff throughout the residential facility and building grounds. A DVR system with time/date stamp capability is also in place, and it records and stores all surveillance camera video for six months. Any surveillance data/record relating to an incident shall be kept until release is authorized by the State Agency. In the event that an alleged or suspected security breach occurs, MERS Goodwill will notify the State Agency as soon as possible, but no later than the next working day.

MERS Goodwill utilizes a handheld metal detection wand, checks handbags and packages, and has clients empty pockets when entering the facility to control the introduction of contraband. Upon suspicion of possible contraband, female security staff are authorized to perform pat-down searches and strip searches, after gaining appropriate approval from supervisory staff. Security staff follows strict protocol when conducting strip searches, which are detailed in the program standard operating procedures (SOP). Cross-gender strip searches, visual body cavity searches and pat down searches are prohibited as is a search or physical examination of a transgender or intersex offender for the sole purpose of determining the client's genital status. As scheduled by the Security Monitor Supervisor, security staff conduct periodic wandering and searching of property as clients exit the facility.

At least once per hour, security staff conduct checks of the facility including bedrooms, restrooms, laundry facilities, hallways, and corners to ensure the safety and security of clients. Male employees are not permitted to

EXHIBIT B, continued

conduct facility checks alone and all employees must be accompanied by another employee when conducting room searches. Once notified of PREA assessment results by the State Agency, the Program Director ensures clients assessed as potential victims are not roomed with clients assessed as potential abusers. Care is taken in room placement when made aware that clients are known enemies. A specific room, within direct eye-site of the command station, is designated for clients conveying suicidal ideations.

5. General Services Requirements -**5.1 Identify the plan for accountability of clients.**

MERS Goodwill provides maximum accountability within a structure facility. Maximum accountability is defined as knowledge of the clients' whereabouts and activities on a twenty-four (24) hour per day, seven (7) days per week basis.

MERS Goodwill utilizes Safe Keep, a software system designed for residential facilities, to document client schedules, destinations, medication, call logs, and sign-ins/ sign-outs from the facility. After the State Agency has verified and documented all appointments in Safe Keep, clients sign-out to the approved destination in the system at the Monitor Station and sign-in in the same manner upon return. The Monitor Station is centrally located and each client must pass the Monitor Station (glass enclosed) when entering or leaving the facility. Security staff also update the Accountability Board, which lists the name, in/out status, assigned room number, destination, and return time. Safe Keep alerts security staff if a client has surpassed their scheduled return time and allows staff to update return times as necessary.

Clients are required to verify their whereabouts upon return to the facility. When clients will be late returning, they are required to contact security staff from the landline telephone of their approved destination. This allows staff to review caller-id and verify the client's whereabouts. If a client is in the Emergency Room, where it is difficult to estimate appropriate return time, the client must call security staff every hour from the hospital landline and again when discharged. Security staff record all calls from or pertaining to the client in Safe Keep.

Hourly facility checks are conducted to minimize the possibility of escapes. MERS Goodwill security staff perform a physical count of all residents during each shift and check the count against client status on the Accountability Board and in Safe Keep. In addition, MERS Goodwill staff escort clients to and from, and observe clients during, meals in the cafeteria and scheduled smoke breaks.

MERS Goodwill utilizes a 3-hour Warrant Checklist for Dangerous Felons or High Risk clients and a 12-hour Warrant for all other clients. Upon late return to the facility, security staff complete the appropriate warrant checklist, notifying the Liaison Officer/Supervisor within three (3) elapsed hours of the late return. Upon any leave without authorization, security staff contact the Liaison Officer/Supervisor immediately and complete the appropriate warrant checklist. If the warrant checklist and the allotted time conclude during State Agency office hours, staff contact the Liaison Officer/Supervisor to advise of such. If each conclude outside of State Agency office hours, staff contact the State Agency command center. MERS Goodwill notifies the Liaison Officer/Supervisor of any warrants issued, along with any major violations or major incidents, on a daily basis, as scheduled by the State Agency. MERS Goodwill shall continue to meet with Liaison Officer/Supervision of any program/personnel changes or any major incidents.

MERS Goodwill will continue to maintain a case management file on each client, including but not limited to: Breathalyzer results, Incident Report, State Agency notes, complaint forms, Consent for Release of Confidential Information, Disposition & Release of Personal Property, Drug Testing Log, drug test results, Intake Confirmation, job search and employment verification data, notes from the Probation and Parole officer, Client Complaint, Client Medication Log, Pass Request, Reduction/Waiver of Savings, Receipt form acknowledging resident handbook rules, Residential Facility Property Inventory, Request to Operate Motor Vehicle, Request for Savings Withdrawal, Sign in/Sign Out log, savings payments, waivers and withdrawals, signed intake forms,

EXHIBIT B, continued

signed releases of information, signed personal property and monies, signed inventory logs, violation reports, and Warrants.

MERS Goodwill's computer network conducts daily system-wide file backup. Additionally, there is both onsite backup, and off-site backup. The onsite backup is at our headquarters, in the same building as the residential facility. The off-site backup is at a location in Belleville, Illinois. MERS Goodwill has a Disaster Recovery Plan policy, which is available at the request of the State Agency.

5.2 Provide a copy of the house rules/resident handbook.

A copy of the House Rules/Resident Handbook is provided as an attachment to the proposal. This document will be revised and updated accordingly if we are awarded this contract.

5.3 Identify the process for resolving complaints and grievances relating to the residential facility(ies).

To encourage self-advocacy and clarify misunderstanding, clients are encouraged to present their concerns directly to the person involved as a first course of action. Staff are expected to clarify any misunderstanding; however, if the issue cannot be resolved at that level, clients are encouraged to address the concern with the Security Monitor Supervisor or Director. Grievance forms are made available to clients in the state common area. Clients are encouraged to use these forms, especially if they feel they have been discriminated against, their rights have been violated, or if they have been sexually harassed or victimized. MERS Goodwill intends to continue using the format included as RFP Attachment #8 for its standardized complaint form. A locked box labeled "Grievances" is accessible to all clients in the 7th floor lobby. This box is checked daily Monday through Friday, except for agency holidays. A key has also been provided to the State Agency liaison supervisor.

MERS Goodwill has established a five (5) day timeframe for addressing all complaints. Any complaint involving discrimination, sexual misconduct, or threat of physical abuse is addressed within a timeframe of 24 hours. The State Agency is contacted upon receiving the complaint, and MERS Goodwill shall work in concert with the State Agency to resolve the issue. A copy of the addressed complaint is submitted to the State Agency and a copy is maintained in the file of the client making the complaint. MERS Goodwill maintains a complaint log that identifies the client's name, DOC number, the complaint, and the resolution.

Any complaints or grievances directed towards the State Agency liaison officer are referred to the liaison officer's supervisor. Any complaints relative to parole board decisions are referred to the State Agency.

6. Client Services - Describe the following client services and provide documentation to substantiate services, if applicable (i.e. MOU, contract, etc):

MERS Goodwill shall continue to provide the services of room, board, and supervision seven days per week, twenty-four hours per day, as described herein. The services are accessible to all clients and those with special needs, including but not limited to: sight impairment, hearing and speech impairment, language barriers, physical barriers and other limitations. MERS Goodwill has reviewed the new requirements for the Phase services model plan and agrees to implement it accordingly, in cooperation with the State Agency, particularly the Probation and Parole Officers assigned to provide case management services to our clients.

6.1 Interpretive Services/Special Requirements

MERS Goodwill defers to the State Agency to determine whether a client requires interpretive/translation services due to physical impairment or language barrier, and understands that the State Agency will obtain and bear the financial responsibility for such services. In addition, upon determination of a client's proficiency level in basic skills, individuals without proficient English language skills are advised about and enrolled in ESL-focused programs. MERS Goodwill refers clients to ESL community resources available through our local partners, such as the International Institute and others.

EXHIBIT B, continued

Similarly, clients who present as deaf or hard of hearing are referred to MERS Goodwill's Project Grow. Project Grow provides comprehensive vocational services for deaf or hard of hearing individuals. Our staff is fluent in American Sign Language (ASL) and knowledgeable about Deaf Culture. Sign Language interpretation services are also available.

6.2 Orientation

MERS Goodwill ensures that each new client receives an orientation to the physical plant, the rules and regulations/ resident handbook, program expectations, medical procedures, financial procedures, and is advised of the name of the assigned probation/ parole officer on the day of their admission. This process is referred to as "intake" and is conducted by security staff. Each client receives a copy of the resident handbook at this time. The orientation to the physical plant includes showing new arrivals areas such as the laundry service, food service, fire and emergency exit routes, assembly areas, recreation area, and equipment location, and regulations and procedures governing such. On the business day following the client's arrival, MERS Goodwill provides an in-depth review of the rulebook, including censored materials rules, and disciplinary procedures and consequences, which are both listed in the resident handbook.

Orientation includes providing clients with PREA information, informing clients of their right to be protected from sexual abuse, and providing contact information of services for victims of sexual abuse. MERS Goodwill understands that within 72 hours of arrival the State Agency will screen clients to determine who may be abusive or vulnerable to abuse. Upon notification of screening results, MERS Goodwill will manage sleeping arrangements to ensure any client vulnerable to abuse is not assigned to the same sleeping area as a client who may be abusive.

Upon entry into the residential facility, MERS Goodwill provides a reasonable (minimum 15 day) supply of basic toiletry items, including soap, shampoo, deodorant, toothbrush, toothpaste, and razor, free of charge for all clients until the client has received income. Clients are advised upon orientation that all medical care provided is at the client's expense. A list of medical, dental, mental health and emergency care facilities is provided in the resident handbook. A listing of Sexual Assault Forensic Examiners (SAFEs), Sexual Assault Nurse Examiners (SANEs), victim advocate services and rape crisis centers is also provided in the handbook and is posted in the common area.

An initial inventory of the client's personal possessions occurs at the time of intake. The client is advised that she is responsible for notifying staff of changes to her personal property and that MERS Goodwill staff will note the changes on the inventory log (RFP Attachment #12). Staff update the log immediately upon notification by the client. The inventory log is kept in the Security Monitor station

Verification of completed Intake Confirmation (RFP Attachment #9) are signed by the client and the MERS Goodwill staff who provided the intake. All clients sign a Disposition and Release of Personal Property and Release of Money form (RFP Attachment #10) and a Consent for Release of Confidential Information form (RFP Attachment #11) during intake with the client and MERS Goodwill staff provide documentation on the orientation checklist that such was completed. If the client refuses to sign a Release of Information, MERS Goodwill notifies the State Agency immediately.

6.3 Personal property

Personal property is kept for a period of thirty calendar days from discharge and disposed of thereafter if not retrieved by the client or designee on the Disposition and Release of Personal Property and Monies form. MERS Goodwill makes every attempt to locate parties listed on the form, via telephone and/or written correspondence, within that thirty calendar day period. These attempts are documented on the Disposition and Release of Personal Property and Monies form. When a designee collects a client's personal property, MERS Goodwill requires proof

EXHIBIT B, continued

of the designee’s identity, in the form of identification, and documents the property-pickup. Documentation is kept in the client’s file.

MERS Goodwill allows clients to retain cell phones; however, clients are required to keep their cell phone in their assigned individual locker, located in the 7th floor lobby. Clients are allowed to access their cell phones when signing-out of the facility. MERS Goodwill confiscates any cell phone brought into the facility. Confiscated cell phones are returned to the client upon discharge, or to the designee listed on the Disposition and Release of Personal Property and Monies form if the client does not collect the cell phone upon program termination.

6.4 Linen and laundry services

MERS Goodwill provides clean linens to each client upon arrival at our facility. Linens consist of one (1) pillowcase, two (2) sheets, one (1) blanket, two (2) bath towels, and two (2) washcloths. All items are cleaned before being reissued to a client.

MERS Goodwill provides two (2) operating washers and two (2) operating dryers for the exclusive use of State Agency clients. The laundry equipment is free of charge to the clients. The equipment is installed on the seventh floor within the designated residential area. MERS Goodwill provides detergent free of charge to all clients. MERS Goodwill provides a written laundry schedule in the resident handbook and has assigned laundry days posted in each sleeping area. Clients are required to wash their linens on a weekly basis.

6.5 Food service and menu. The vendor should specifically address the plan for meeting special dietary needs especially those related to medical needs, such as diabetes and taking psychotropic medicines during times other than mealtime.

MERS Goodwill’s food service plan is available to the State Agency for review and approval prior to the receipt of clients and/or at such times as may be requested. MERS Goodwill’s food plan includes an eight (8) week menu cycle of hot, freshly prepared meals three times per day. Menu plans include the minimum adult level of calorie intake and nutritional levels of the basic food groups recommended by the United States Department of Agriculture. An example of the menu cycle has been reviewed by an independent nutritional consultant who confirmed the menus meet nutritional guidelines and standards for the facility. This review was last done in February of 2016. MERS Goodwill will provide proposed menus, including serving size/portions, and discuss how said menus meet nutritional requirements, as requested by the State Agency and its auditors. The content of meals varies and MERS Goodwill does not serve TV dinners. All food preparation is delegated to food service personnel, never to clients.

MERS Goodwill’s Written Food Plan:

- Position Responsible for Food Service Operations: MERS Goodwill Food Service Director. Position currently held by Joe Baer.
- Duties to be delegated: food preparation, food handling/serving, dishwashing/cleaning, and warehouse/storage. Duties to be fulfilled by line cooks and food handlers. No duties are or will be delegated to clients.
- Hours for meal preparation:

| | Breakfast | Lunch | Dinner |
|-------------------|-------------------|---------------------|------------------|
| Monday- Friday: | 5:00 am - 6:30 am | 8 am - 11:15 am | 2 pm - 5:00pm |
| Weekend/Holidays: | 7:00 am - 9:00 am | 10:00 am - 12:00 pm | 1:00 pm - 4:00pm |
- Meal service hours:

| | Breakfast | Lunch | Dinner |
|--------------------|-------------------|---------------------|-------------------|
| Monday- Friday: | 6:30 am - 7:00 am | 11:15 am - 12:00 pm | 5:00 pm - 5:45 pm |
| Weekend/ Holidays: | 9:00 am - 9:45 am | 12:00 pm - 12:45 pm | 4:00 pm - 4:45 pm |

EXHIBIT B, continued

MERS Goodwill serves food in an appetizing manner in a relaxed atmosphere at realistically planned meal times. MERS Goodwill shall continue to provide three (3) meals per day, with at least one (1) hot meal provided to each client daily. All hot meals are made available to the entire client population, including those who cannot return to the facility during regular serving hours due to work assignments or off-site treatment/ referrals, but will return within two (2) hours after the scheduled mealtime. Those clients returning within two (2) hours of the scheduled meal time receive a saved meal. For those clients who are unable to return to the facility during, or within 2 hours after, scheduled meal times, sack lunches are available upon the client's request. Saved meals are kept in a locked refrigerator and a microwave is available for reheating meals at no charge to the client. All on-site meals, saved meals, and sack lunches are provided free of charge to each client. Clients are also allowed to order food to be delivered to the facility at their own expense.

Upon orientation, clients are instructed to notify RFS staff if they have any dietary restrictions due to religious, medical, or other reasons and are asked to provide a doctor's note detailing any medical dietary restrictions so proper alternatives may be provided. MERS Goodwill makes reasonable efforts to deal with all specialized dietary needs, particularly as they relate to medical and religious needs. MERS Goodwill will continue to rotate all canned, perishable, non-perishable, and frozen foods. Such foods are labeled for expiration date. No food that exceeds the expiration date will be served to a client. If the food has no manufacturer supplied expiration date, it will be labeled with reception date, and will not be served six months past expiration date.

MERS Goodwill clients can participate in an educational/vocational program to instruct clients in food service at New Beginnings Treatment Center.

6.6 Food Preparation and Storage

MERS Goodwill food preparation services are part of a larger operation that also offers food preparation and service vocational training and meals for revenue-generating sales to staff and walk-ins from the general public. MERS Goodwill only uses ingredients in food preparation which are fresh, wholesome, and processed under sanitary conditions. All raw food products undergo all required government inspections for wholesomeness. Where applicable, all food products are federally graded, and meet or exceed grade specifications below:

- 1) Canned fruits
- 2) Canned vegetables
- 3) Dairy Products – Grade A: whole, skim or low fat
- 4) Eggs – USDA Grade A (medium)
- 5) Fresh produce and fruits - #1 quality
- 6) Meats, poultry, and fish:
 - Beef – USDA select
 - Ground Beef Bulk or Patties – USDA select 80% lean
 - Poultry – USDA Grade 1
 - Fish – US Grade A, Packed in USDC federally inspected seafood plant

MERS Goodwill stores all food at safe temperatures and handles all food in a safe and acceptable manner as established by the St. Louis City Health Department. MERS Goodwill chills, maintains, and stores cold food at a temperature between 34°F and 40°F. Food items requiring cooking are cooked to a temperature of 165°F, and hot foods are maintained at or above 135°F.

MERS Goodwill conducts food operations in a sanitary manner to prevent attraction of insects, vermin, and rodents. In the preparation and handling of food, MERS Goodwill personnel abide by all pure food and drug laws and ordinances, rules, and regulations regarding sanitation and adhere to all health standards and provisions for personnel health, including accident and acute illness, according to applicable federal, state, and local laws. All areas, equipment, personnel, and procedures used in fulfilling the contract requirements are in compliance with the Department of Health 1999 Food Code (19 CSR 20-1-1-010).

EXHIBIT B, continued

MERS Goodwill shall submit a copy of each Health Department Inspection Report and any deficiencies or problems identified on the report, along with the actions taken to rectify the deficiencies, to the State Agency within twenty (20) calendar days after receipt of the report.

MERS Goodwill shall furnish all the material, labor/personnel, facilities, equipment, utensils and supplies necessary to prepare the meals and snacks as required.

6.7 Visitation

The State Agency must approve all visitors prior to a visitation. MERS Goodwill has procedures for visitation to aid in the development of positive relationships. Currently, MERS Goodwill is providing visiting hours from 5:30 p.m. to 8:30 p.m. each Saturday and Sunday, which constitute a minimum of six (6) hours per week. MERS Goodwill posts the visiting hours schedule in an area accessible to clients and visitors, and documents the schedule in the house rules. MERS Goodwill provides for visitation in the dining area after eating and food preparation periods. No other activities are scheduled for the dining area during visitation periods. MERS Goodwill understands that visitation relating to sex offenders shall be in accordance with State Agency policies and procedures made available upon the effective date of the contract.

6.8 Drug testing and breath analysis

MERS Goodwill conducts drug testing in accordance with the following:

MERS Goodwill utilizes an external laboratory (presently Redwood Toxicology Lab) to test for the following:

- (1) Benzodiazepines
- (2) Opiates
- (3) Barbiturates
- (4) Amphetamines
- (5) Cocaine
- (6) Marijuana
- (7) PCP

For the duration of this contract, MERS Goodwill shall continue to utilize a laboratory or non-instrument based drug test for these purposes. Each time a drug test is performed, an alternate test for masking and dilution is conducted. The drug test(s) shall be performed at no cost to the individual client. If a client requests confirmation of a positive drug test, MERS Goodwill shall provide confirmation at the expense of the client.

Each calendar month, MERS Goodwill shall conduct full screen random drug testing equal in number to thirty percent (30%) of the contracted residential slots. MERS Goodwill shall conduct drug testing on any client based on suspicion of use, late return, and at the request of the State Agency. MERS Goodwill supplies the drug testing kits.

MERS Goodwill shall maintain Drug Testing Logs, which shall affirm that drug testing was completed as required. (RFP Attachment #14) MERS Goodwill staff shall record the date the drug test was taken, the date the results were received, and specify positive or negative results on the program summary form. Based upon suspicion of use, MERS Goodwill staff may conduct additional drug tests for the clients at the expense of MERS Goodwill. If a client requests confirmation of a positive drug test that has not already been confirmed, MERS Goodwill shall provide confirmation at the expense of the client.

MERS Goodwill has a procedure that addresses the collection, control, and testing of client urine specimens. The procedure ensures the confidentiality of all test results, meets or exceeds State Agency standards and procedures, and is approved by the State Agency's Chief of Drug Testing Services and the State Agency.

EXHIBIT B, continued

MERS Goodwill has the capabilities for administering testing using “Alco-Sensor Breathalyzers” and documenting results of use for clients suspected of alcohol intake on the program summary report. The “breathalyzers” are calibrated in accordance with manufacturer specifications. Calibration is documented and available for State Agency review. MERS Goodwill will continue to utilize appropriately trained staff to administer breathalyzers on clients that are returning to the facility at least once daily. Such shall be documented by entering the reading of the breathalyzer in the program software (Safe Keep). MERS Goodwill shall conduct drug testing on an assigned client based on suspicion of use, late return, and at the request of the State Agency. A second test shall be conducted for confirmation on positive breathalyzers after waiting fifteen (15) minutes but no later than thirty (30) minutes. During this time the client will not be allowed to smoke or ingest anything by mouth.

6.9 Sign-In and Sign-Out

MERS Goodwill has established daily sign-in and sign-out procedures for all times the client will be absent from the facility.

Clients under the jurisdiction of the State Agency may, under exceptional circumstances, request permission for out-of-state travel and be granted such with prior State Agency written approval.

When a client is at approved services outside of MERS Goodwill’s facility, this activity shall be documented in the program software (Safe Keep), which produces a sign-in/sign-out log/ record similar to the agency’s format and including the information required by the State Agency (RFP Attachment #15). MERS Goodwill shall allow sign outs for legitimate related purposes necessary for the client’s success in the program and reintegration into the community (i.e., picking up clothes, identification, registration, court, medical social security cards, or other appointments). This sign out shall not be for the purpose of recreation/visitation, and shall be granted for a specified period of time. A client may elect to attend religious services; however, she must follow the pass procedures.

6.10 Pass procedure

MERS Goodwill has established pass procedures utilizing guidelines listed for clients within the program. Clients are required to fill out pass request forms (RFP Attachment #16) if they will be away from the facility for more than three hours, with the exception of work and treatment. The pass form must be complete and have the written approval of their Probation/Parole Officer, before a client can leave.

Weekend pass time is granted based on successful participation in the objectives outlined in the client’s case management plan and may be taken Fridays through Sundays. Clients are allowed to split their pass time between different days (Friday through Sunday), but can only sign-out for one pass per day. Guidelines for earning pass time are provided to clients in the program handbook. Clients may sign-out of the facility later than the exit time indicated on the approved pass form; however, additional time is not added to the approved return time due to late departure. Clients are not allowed to sign out on overnight passes after 9:00 pm and must sign in from pass time by 9:00pm on the day of their return due to the facility curfew. If a client returns to the facility prior to the return time indicated on the pass, the remainder of the pass is forfeit. Clients receiving up to twelve (12) hours of pass time are not allowed to take the pass overnight. MERS Goodwill provides constructive activities for those clients remaining in the facility on Thanksgiving and Christmas. If determined by Probation and Parole, clients eligible for pass time during those holidays may be granted up to an additional 24 hour pass, which may include an additional night of absence from the facility.

When clients are subpoenaed for court appearance, MERS Goodwill may issue passes for a specified period of time mutually agreed with the State Agency. The client shall assume the responsibility for room/board and travel. MERS Goodwill shall maintain contact with the issuing court to determine the date and time of return.

EXHIBIT B, continued

As determined by Probation and Parole, for the funeral of an immediate family member (spouse, parent, child, brother, sister, grandparent, grandchild – including foster, step, and spousal relationships as well as blood) clients may be allowed up to 48 hours of pass time. If the client can show the deceased was active in their upbringing, exceptions may be made to the immediate family rule.

6.11 Health care

MERS Goodwill provides and maintains a listing of nearby hospitals and clinics that can provide emergency services and medical care on a 24 hour a day basis for clients. St. Louis University Hospital, BJC Hospital, and St. Louis Connect Care are licensed hospitals that are within fifteen (15) minutes of the MERS Goodwill facility. Affinia HealthCare and Myrtle Hillard Comprehensive HealthCare provide services on a sliding scale fee basis. If it is an emergency situation, 911 will be called immediately. For those clients needing mental health service, referrals are made to BJC Behavior Health Clinic or Assisted Recovery Centers of America. The list of medical facilities is provided in the resident handbook and is posted in the common area of the facility. MERS Goodwill informs each client that she is responsible for her health care expenses. This information is also available in the MERS Goodwill House Rules, which all clients are given upon their arrival.

MERS Goodwill ensures medical and mental health services are available to victims of PREA- related sexual abuse and enter into a Memorandum of Understanding with a victim advocacy center to provide advocacy services to the victim. These provision of these services, including access to emergency medical services and treatment, will be available at no cost to the victim, as approved by the State Agency.

MERS Goodwill has possession of a secure container, provided by the State Agency, which stores all client medication. The container is housed in the facility's command center, which is a secure environment to which only MERS Goodwill has access. All prescription medication is entered into the facility's software system (Safe Keep) which records client's medication administration and produces a medication log/ record similar to the agency's format, including the information required by the State Agency (RFP Attachment #17). In the presence of MERS Goodwill staff, clients shall be responsible for all inventory and log entries. MERS Goodwill staff shall verify the client's log entries by initialing said entries. MERS Goodwill shall review the log entries on a daily basis and notify the client's liaison officer if medications are not taken as prescribed by telephone, e-mail or fax on a daily basis. MERS Goodwill will report all instances in which a client refuses to take prescribed medication. The report shall include the name and number of the client, date of occurrence and name of medication refused.

MERS Goodwill shall report a client's critical illness or death to the State Agency immediately - within one (1) hour.

6.12 Life Skills

MERS Goodwill clients are referred to New Beginnings CSTAR Program for Life Skills Education, Cognitive Behavioral Therapy, and other appropriate services. New Beginnings utilizes the CSTAR model. Developed by DBH and funded by Missouri's Medicaid program and DBH's purchase-of-service system, the Comprehensive Substance Treatment and Rehabilitation (CSTAR) Program provides a full continuum of care approach to substance use disorder treatment. CSTAR offers a flexible combination of clinical and supportive services, to include temporary living arrangements when appropriate, that vary in duration and intensity depending on the needs of the consumer. New Beginnings Group Education, presentation of recovery-related information and its application to participants, along with group discussion. Classes vary by site, but include medical information on substance abuse, life skills, meditation, spirituality, smoking cessation, parenting, and many other subjects geared toward improving recovery knowledge and quality of life.

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| <i>Paragraph deleted by Addendum #01</i> | |
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6.13 DELETED

6.14 Cognitive Behavioral Therapy

EXHIBIT B, continued

MERS Goodwill clients are referred to New Beginnings CSTAR Program for Life Skills Education, Cognitive Behavioral Therapy, and other appropriate services. New Beginnings provides Cognitive Behavioral Therapy in both Individual Counseling and Group Counseling settings. Individual counseling consists of goal oriented, face to face interaction with the client to support his or her treatment plan, relieve symptoms and resolve problems related to substance abuse. Individual counseling may be offered alone or in conjunction with any of our other group services. Specialized therapy provided by licensed professionals for those identified with co-occurring disorders that may complicate their substance use is also available. Group counseling is provided as a face-to-face, goal-oriented therapeutic interaction, directly related to the attainment of objectives determined in the individual treatment plan and provided to groups of more than one, but no more than 12 participants. New Beginnings offers a variety of groups, including specialized groups for Relapse Prevention, Aftercare Support & Education, Anger Management, Trauma, and Codependency.

Paragraph DELETED by Addendum #01

6.15 DELETED

6.16 Network of Provider

As stated above MERS Goodwill utilizes available external community and internal agency resources to meet the assessed needs of the client. Referral decisions will be made in concert with the State Agency liaison in order to identify the most appropriate resources for each client. MERS Goodwill shall maintain a current listing of resources and refer clients to the most appropriate service based on assessment conclusions, taking into consideration financial abilities. MERS Goodwill maintains a current United Way resource directory, utilizes the 211 Social Services Hotline operated by the United Way, and is in frequent contact with local, state and federal resources.

MERS Goodwill maintains referral arrangements with a wide range of community service providers, which include, but are not limited to: substance abuse counseling/treatment, Personal, counseling/aggression management/conflict resolution, Family counseling, Parenting, Financial management, and Career development and employment. The following resources represent a sample of the extensive resources available:

- Adult basic Education /GED Programs
- Affinia Healthcare
- Alcoholics Anonymous
- Alternatives to Living in Violent Environments
- Assisted Recovery Centers of America (ARCA)
- Behavioral Health Response
- BJC Behavioral Health
- Center for Women in Transition (CWIT)
- Center for Life Solutions
- Community Treatment, Inc. (COMTREA)
- Connections to Success
- Criminal Justice Ministries
- Employment Connections
- Family Resource Center
- Housing Resource Center
- Humanitri
- Joyce Meyer Ministries/ St. Louis Dream Center
- Let's Start
- Missouri State Division of Employment Security
- Missouri State Division of Family Services
- Missouri Division of Vocational Rehabilitation
- Myrtle Hillard Comprehensive Health Center
- Narcotics Anonymous
- New Life Evangelistic Center
- New Beginnings Treatment Center
- Our Lady's Inn
- Places for People
- Planned Parenthood
- Preferred Family Health Center
- Queen of Peace Treatment Center
- Redevelopment Opportunities for Women
- St. Francis Xavier Catholic Church
- St. Louis Agency on Training and Employment
- St. Louis Effort for AIDS
- St. Patrick Center
- Women's Safe House
- YWCA

These resources will be utilized for specific treatment of clients. They cover areas such as re-establishing family ties, unemployment/training, housing/homeless, adult and higher education, counseling for drug/alcohol abuse, mental health, AIDS resources, basic reentry needs, and domestic abuse, to name a few. Given the number and

EXHIBIT B, continued

extent of these services, it is expected that service delivery and financial abilities of the client will be taken into consideration.

MERS Goodwill will refer a client to an external resource only if that resource shall be available for service delivery within thirty (30) calendar days of the client's arrival date. The State Agency shall arrange for all referrals to outside community resources, as well as in-house groups. The State Agency shall provide support case management and monitoring, which shall include contact with the resource and/or visits to the site sufficient to monitor program progress.

MERS Goodwill agrees and understands that if providing or referring a client to a treatment program, the program shall be accessible to persons of all faiths and to persons of no faith who are atheist, agnostic, or undecided. MERS Goodwill agrees the program shall include presentation of reasonable alternatives wherever the program incorporated ideation of "God" or a "higher power." The community transition plan is reviewed regularly and will be revised in concert with the liaison officer if programming, treatment, or external referrals have changed from the time of assessment.

MERS Goodwill's network of providers has been developed and utilized in previous and current contracts over the course of several years, prior to any requirement for formal, written agreements. MERS Goodwill acknowledges the new requirements for written agreements such as MOU's. After an award is made for this contract, MERS Goodwill will establish such formal arrangements with our partners and provide copies of those agreements to the State Agency.

6.17 Job development and monitoring

As stated above, in 2018, MERS Goodwill was awarded a three-year grant from the U.S. Department of Labor Employment and Training Administration under their Adult Reentry initiative. The MERS Goodwill ReEntry Program (REP) is already partnering with the Missouri Department of Corrections, including Probation and Parole staff, to work with men and women clients who are leaving incarceration and reentering the St. Louis County and City region. MERS Goodwill provides Job Readiness Training directly and helps clients access services at the local Workforce Development Board (St. Louis Agency on Training and Employment, aka SLATE). All participants are engaged with some form of employment services, including a mix of Assessment, Career Counseling, Individualized Service Planning, Job Readiness Training, Job Development and Search, Job Placement, and/or Job Retention support. Nearly two-thirds of all REP clients participate in some form of Occupational Skills Training, such as pre-apprenticeship training or educational services, including HiSET or Adult Basic Education. Some participants also receive a paid pre-apprenticeship work experience – 20 hours a week at minimum wage for an average of 3 months. MERS Goodwill is already leveraging these expanded, more intensive reentry services with our State Residential Facility Services client population, enrolling eligible RFS clients as much as possible. We propose to continue this partnership between programs if awarded continued funding for our RFS program.

Outside of the REP, the State Agency shall identify and develop potential employment opportunities for the clients, taking into consideration each client's background, experience, training and feasibility of securing employment. Arrangements for interviews, transportation and personal introductions may be included. When a client is employed, the State Agency shall provide employment case management and monitoring, which may include visits to the employment site. The State Agency shall develop partnerships with organizations and employers in the community that would assist the client with employment.

If employable, the client shall be required to secure employment and continue with assigned treatment as required. The State Agency is responsible for coordinating the services involved in each client's job search. Job development and monitoring shall be recorded in the client's file. The methods of obtaining employment may include, but are not limited to:

- (1) Accessing leads developed by their assigned Probation and Parole Officer or other State Agency staff.

EXHIBIT B, continued

- (2) Utilizing employment resources such as the Missouri Division of Employment Security.
- (3) Contacting local temporary employment agencies.

The State Agency verify employment once reported and conduct periodic checks with employers to confirm job location, client's presence at work, job title, performance, and earnings. Clients will normally not be paid in cash. However, with advance State Agency approval, employment may be secured where the client will be paid in cash, provided verification of the employment and payment of taxes can be obtained.

Based upon individual assessment, job development is conducted according to the needs of the client. The State Agency facilitates job development by encouraging clients to seek, choose and retain employment that will enhance their successful reintegration into society. With this in mind, clients are encouraged to consider a career plan that will not only satisfy their immediate needs, but will establish a basis for future success. Program completion and community transition is the ultimate goal and successful employment is one means towards that goal. MERS Goodwill shall provide access to suitable job search attire and resume development to assist the client with securing employment. All job development activities are recorded in the client's case management file.

For a client to be determined permanently or temporarily disabled, the Notice of Disability/Waiver of Employment must be completed by the State Agency liaison officer. Employment may be waived if the client is determined to be permanently disabled due to a physical or mental disability or if the client is determined temporarily unable to work due to injury, disability, or treatment requirements, which would prohibit employment.

6.18 Savings

Upon securing employment, the client is responsible for reporting earnings to the State Agency. This information is documented and maintained throughout the course of the client's employment while enrolled in the residential facility. MERS Goodwill shall obtain verification for receipt of all employment or Social Security Income and/or Social Security Disability Insurance from the client and include such in the client's file. Documentation in a State Agency approved format detailing income, savings deposits and dates of transactions shall be maintained.

MERS Goodwill shall establish an account at an FDIC insured financial institution. The State Agency shall be joint custodian on the account with signatory authority. At a minimum, agency procedures will include actual practice evidence of the bank reconciliation to the individual ledger accounts of each client with documentation of all adjustments. MERS Goodwill understands that this requirement will become a part of the State Agency's financial audit.

Clients are required to save a minimum of 50% of their gross income, whether from employment, self-employment income, or social security benefits, in their residential facility savings account. MERS Goodwill will collect the savings from the client no later than the next business day the client is paid and prepare a receipt signed by both the facility and the client. The client will receive a copy of the receipt and the full savings balance will be released to them upon successful completion of programming, unless the client transfers to another residential facility, in which case the savings account shall be released to the receiving facility and the client.

Savings collections may be reduced or waived, in individual instances, with the prior approval of the State Agency. Given said approval, the reduction or waiver, with justification using the Reduction/Waiver of Savings form (RFP Attachment #18) must be signed by the Probation/Parole Officer and is maintained in the client's file. Regardless of savings account balance, waivers or reductions of savings may occur to ensure the client has at least fifteen dollars (\$15) per week for employment-related transportation, clothing, and shoes, etc.

Withdrawal from savings may occur with prior approval from the State Agency, as shown by a signature on a Request for Savings Withdrawal (RFP Attachment #19). When continued legal obligations such as child support are required, one (1) waiver may be completed which shall remain in effect for the client's entire residency. The obligation shall be clearly details on the waiver and shall be signed by the State Agency.

EXHIBIT B, continued

7. Personnel Requirements - Submit a personnel plan for each proposed residential facility(ies). The personnel plan should list the various positions proposed, the number of personnel proposed for each of the position(s), and, if known, the name of each person. The personnel plan should provide each individual's qualifications for the position. The vendor should also provide job descriptions for each of the proposed positions.

| Job Title | Employee Name |
|--------------------------------|----------------------|
| Chief Financial Officer | Barnett, Dawayne |
| Director | Woods, Terrie |
| Lead Security Monitor | Torrence, Vicki |
| Security Monitor | Ball, Vanessa |
| Security Monitor | Bates, Isamine |
| Security Monitor | Dulaney, India |
| Security Monitor | Greene, Ayana |
| Security Monitor | Hill, Anthony |
| Security Monitor | Johnson, Yolande |
| Security Monitor | Martin, Diana |
| Security Monitor | Sargent, Cherric |
| Security Monitor | To Be Hired |
| Security Monitor | To Be Hired |
| Security Monitor | Williams, Patricia |
| Services Liason | Jenkins, Tinnisha |

Our personnel qualifications are attached as Exhibits D and E. Job Descriptions for every unique Job Title are also attached.

**EXHIBIT D
TECHNICAL PROPOSAL
TEAM QUALIFICATIONS – LEADERSHIP TEAM MEMBER BIOGRAPHIES**

Directions for Vendor: No more than three (3) Leadership Team members' biographies will be considered in the evaluation. Biographies should be submitted in the attached format. One (1) member of the Leadership Team should be identified as the vendor's primary person responsible for the delivery of the project. By including their biographies, the vendor is committing the Leadership Team members to support the project, should it be awarded.

| | |
|--|--------------------------|
| Name: | Terri Woods |
| Title: | Director |
| Proposed project role: | Facility Director |
| % of time committed to project: | 100% |

Education, certifications, and other distinctions:

| Degree, certification, or other distinctions | Institution | Date |
|---|--------------------|-------------|
| <i>High School Diploma</i> | | |
| <i>First Aid Training</i> | | |
| <i>CPR Certification</i> | | |
| <i>Blood-Borne Pathogens Training</i> | | |
| <i>PREA Training</i> | | |

Employment history:

| Organization | Role | Dates |
|--|--------------------------------------|---------------------|
| <i>MERS Goodwill</i> | <i>Monitor Supervisor / Director</i> | <i>2001-Present</i> |
| <i>ACT (Available Citywide Transportation)</i> | <i>Transporter</i> | <i>2001</i> |
| <i>Security Armored Car Services</i> | <i>Driver / Courier</i> | <i>2000-2001</i> |
| <i>CCCC Security</i> | <i>Security Officer Supervisor</i> | <i>1995-2000</i> |

Specific experience relevant to project:

| Topic | Years of experience | Brief description of relevant experience (e.g., specific projects; previous employment) |
|-----------------------------------|----------------------------|---|
| Correctional Residential Facility | 18 Years | 17 years as Security Monitor Supervisor at MERS Goodwill RFS 1 year as Director at MERS Goodwill RFS |
| Counseling | | |
| Criminal Justice | | |
| Social Work | | |
| Financial | | |
| Other | | |

Other experience or background information:

Over the past 12 months, Ms. Woods has been responsible for the following activities:

- Remain current on and in compliance with program contract, updating program rule book and Standard Operating Procedure (SOP) accordingly.
- Responsible for the safety and security of all residents, 24-hours a day.
- Available to oversee the program in person, or by phone, 24-hours per day, 365 days a year (must appoint someone to handle questions, decisions, and crisis situations in case of illness or vacation).
- Monitor individual resident plans through file review and case staffing, recommending courses of action and counseling.

EXHIBIT D
TECHNICAL PROPOSAL
TEAM QUALIFICATIONS – LEADERSHIP TEAM MEMBER BIOGRAPHIES

Directions for Vendor: No more than three (3) Leadership Team members' biographies will be considered in the evaluation. Biographies should be submitted in the attached format. One (1) member of the Leadership Team should be identified as the vendor's primary person responsible for the delivery of the project. By including their biographies, the vendor is committing the Leadership Team members to support the project, should it be awarded.

| | |
|--|------------------------------------|
| Name: | Vicki Torrence |
| Title: | Lead Security Monitor / Supervisor |
| Proposed project role: | Chief of Security |
| % of time committed to project: | 100% |

Education, certifications, and other distinctions:

| Degree, certification, or other distinctions | Institution | Date |
|--|--------------------------------------|-------------|
| <i>Associate in Applied Science</i> | <i>Saint Louis Community College</i> | <i>2015</i> |
| <i>First Aid Training</i> | | |
| <i>CPR Certification</i> | | |
| <i>Blood-Borne Pathogens Training</i> | | |
| <i>PREA Training</i> | | |

Employment history:

| Organization | Role | Dates |
|-----------------------|---|---------------------|
| <i>MERS Goodwill</i> | <i>Lead Security Monitor / Supervisor</i> | <i>2018-Present</i> |
| <i>Schirmer House</i> | <i>Employment Life Skills Specialist</i> | <i>2016-2018</i> |
| <i>Schirmer House</i> | <i>House Manager</i> | <i>2012-2016</i> |

Specific experience relevant to project:

| Topic | Years of experience | Brief description of relevant experience (e.g., specific projects; previous employment) |
|-----------------------------------|---------------------|--|
| Correctional Residential Facility | 5 years | 4 years as House Manager at Schirmer House 1 year as Lead Security Monitor at MERS Goodwill RFS |
| Counseling | | |
| Criminal Justice | | |
| Social Work | 2 years | Employment Life Skills Specialist at Schirmer House |
| Financial | | |
| Other | | |

Other experience or background information:

Over the last 12 months, Ms. Torrence has been responsible for the following activities:

- Ensure all Security Monitors on staff meet essential training requirements such as CPR and First Aid Certification, and monthly staff trainings.
- Schedule Security Monitors and submits work schedules to supervisor in a timely manner.
- Effectively supervise the performance of Security Monitors by consistently reviewing their documentation and areas of responsibility, implementing corrective actions when problems are identified.
- Review client folders for accuracy.
- Review medication logs.
- Complete Performance Appraisals to evaluate Security Monitor performance.
- Hire and train all Security Monitors.

EXHIBIT D
TECHNICAL PROPOSAL
TEAM QUALIFICATIONS – LEADERSHIP TEAM MEMBER BIOGRAPHIES

Directions for Vendor: No more than three (3) Leadership Team members' biographies will be considered in the evaluation. Biographies should be submitted in the attached format. One (1) member of the Leadership Team should be identified as the vendor's primary person responsible for the delivery of the project. By including their biographies, the vendor is committing the Leadership Team members to support the project, should it be awarded.

| | |
|--|--------------------------------|
| Name: | C. Dawayne Barnett |
| Title: | Chief Financial Officer |
| Proposed project role: | Chief Financial Officer |
| % of time committed to project: | 1% |

Education, certifications, and other distinctions:

| Degree, certification, or other distinctions | Institution | Date |
|---|--|-------------|
| <i>MBA</i> | | |
| <i>BS in Accounting</i> | <i>Southern Illinois University Edwardsville</i> | <i>1988</i> |
| <i>BS in Finance</i> | <i>Illinois State University</i> | <i>1985</i> |
| <i>Certified Public Accountant</i> | | |

Employment history:

| Organization | Role | Dates |
|--------------------------------|--------------------------------|---------------------|
| <i>MERS Goodwill</i> | <i>Chief Financial Officer</i> | <i>2006-Present</i> |
| <i>Heritage Communications</i> | <i>Vice President / CFO</i> | <i>2002-2006</i> |
| <i>TBG Development</i> | <i>Vice President, Finance</i> | <i>1999-2002</i> |
| <i>Collins and Hermann</i> | <i>Controller</i> | <i>1998-1999</i> |
| <i>Greystone Partners</i> | <i>Controller</i> | <i>1995-1998</i> |
| <i>Spartan Printing</i> | <i>Controller</i> | <i>1994-1995</i> |
| <i>Rockwell International</i> | <i>Finance Manager</i> | <i>1992-1993</i> |
| <i>BDO Seidman</i> | <i>Senior Accountant</i> | <i>1988-1992</i> |

Specific experience relevant to project:

| Topic | Years of experience | Brief description of relevant experience (e.g., specific projects; previous employment) |
|-----------------------------------|----------------------------|--|
| Correctional Residential Facility | | |
| Counseling | | |
| Criminal Justice | | |
| Social Work | | |
| Financial | 30+ years | 30+ years of experience in financial management and accounting; 19+ years at an Executive level. |
| Other | | |

Other experience or background information:

Over the last 12 months, Mr. Barnett has been directly responsible for the accounting, finance, purchasing, information technology, risk management, and insurance benefits for a \$186 million agency.

EXHIBIT E
TECHNICAL PROPOSAL
TEAM QUALIFICATIONS – WORKING TEAM MEMBER BIOGRAPHIES

Directions for Vendor: No more than six (6) Working Team members' biographies will be considered in the evaluation. Biographies should be submitted in the attached format.

| | |
|--|-------------------------|
| Name: | Vanessa Ball |
| Title: | Security Monitor |
| Proposed project role: | Security Monitor |
| % of time committed to project: | 100% |

Education, certifications, and other distinctions:

| Degree, certification, or other distinctions | Institution | Date |
|---|--------------------|-------------|
| <i>High School Diploma</i> | | |
| <i>First Aid Training</i> | | |
| <i>CPR Certification</i> | | |
| <i>Blood-Borne Pathogens Training</i> | | |

Employment history:

| Organization | Role | Dates |
|---------------------------------------|----------------------------|---------------------|
| <i>MERS Goodwill</i> | <i>Security Monitor</i> | <i>2017-Present</i> |
| <i>Kiddieversity Childcare Center</i> | <i>Teacher's Assistant</i> | <i>2009-2016</i> |
| <i>Boldt Brothers Cleaning</i> | <i>Cleaner</i> | <i>2014-2016</i> |
| <i>St. Louis Parking</i> | <i>Cashier</i> | <i>2005-2010</i> |

Specific experience relevant to project:

| Topic | Years of experience | Brief description of relevant experience (e.g., specific projects; previous employment) |
|-----------------------|----------------------------|--|
| Security | 2 years | Security Monitor in the MERS Goodwill State RFS |
| Public Transportation | | |
| Criminal Justice | | |
| Military | | |
| Other | | |

Other experience or background information:

Over the past 12 months, Ms. Ball has been responsible for the following activities:

- Monitor physical facilities to ensure safety and security.
- Supervise interaction of residents.
- Monitor sign-in/out activities of residents to ensure accuracy of detail and whereabouts.
- Conduct random personal and room searches as required.
- Complete and file all required reports and documents.
- Conduct drug testing of residents as required.
- Remain current on all policies and procedures.
- Participate in all staff training as scheduled.
- Maintain confidentiality according to agency and DOC guidelines.

EXHIBIT E
TECHNICAL PROPOSAL
TEAM QUALIFICATIONS – WORKING TEAM MEMBER BIOGRAPHIES

Directions for Vendor: No more than six (6) Working Team members’ biographies will be considered in the evaluation. Biographies should be submitted in the attached format.

| | |
|--|------------------|
| Name: | Jasmine Bates |
| Title: | Security Monitor |
| Proposed project role: | Security Monitor |
| % of time committed to project: | 100% |

Education, certifications, and other distinctions:

| Degree, certification, or other distinctions | Institution | Date |
|--|-------------|------|
| <i>Associate in Human Services</i> | | 2017 |
| <i>First Aid Training</i> | | |
| <i>CPR Certification</i> | | |
| <i>Blood-Borne Pathogens Training</i> | | |
| | | |

Employment history:

| Organization | Role | Dates |
|----------------------|-------------------------|-------|
| <i>MERS Goodwill</i> | <i>Security Monitor</i> | 2017 |
| | | |
| | | |

Specific experience relevant to project:

| Topic | Years of experience | Brief description of relevant experience (e.g., specific projects; previous employment) |
|-----------------------|---------------------|---|
| Security | 2 years | Security Monitor in the MERS Goodwill State RFS |
| Public Transportation | | |
| Criminal Justice | | |
| Military | | |
| Other | | |

Other experience or background information:

Over the past 12 months, Ms. Bates has been responsible for the following activities:

- Monitor physical facilities to ensure safety and security.
- Supervise interaction of residents.
- Monitor sign-in/out activities of residents to ensure accuracy of detail and whereabouts.
- Conduct random personal and room searches as required.
- Complete and file all required reports and documents.
- Conduct drug testing of residents as required.
- Remain current on all policies and procedures.
- Participate in all staff training as scheduled.
- Maintain confidentiality according to agency and DOC guidelines.

EXHIBIT E
TECHNICAL PROPOSAL
TEAM QUALIFICATIONS – WORKING TEAM MEMBER BIOGRAPHIES

Directions for Vendor: No more than six (6) Working Team members' biographies will be considered in the evaluation. Biographies should be submitted in the attached format.

| | |
|--|-------------------------|
| Name: | India Dulaney |
| Title: | Security Monitor |
| Proposed project role: | Security Monitor |
| % of time committed to project: | 100% |

Education, certifications, and other distinctions:

| Degree, certification, or other distinctions | Institution | Date |
|--|-------------|------|
| <i>GED</i> | | |
| <i>First Aid Training</i> | | |
| <i>CPR Certification</i> | | |
| <i>Blood-Borne Pathogens Training</i> | | |

Employment history:

| Organization | Role | Dates |
|---------------------------------------|-------------------------|---------------------|
| <i>MERS Goodwill</i> | <i>Security Monitor</i> | <i>2015-Present</i> |
| <i>Southside Temps</i> | <i>Laborer</i> | <i>2014</i> |
| <i>American Income Life Insurance</i> | <i>Insurance Agent</i> | <i>2013-2014</i> |
| <i>Whelan Security</i> | <i>Security Officer</i> | <i>2008-2012</i> |

Specific experience relevant to project:

| Topic | Years of experience | Brief description of relevant experience (e.g., specific projects; previous employment) |
|-----------------------|---------------------|---|
| Security | 7.5 years | 4 years as a Security Guard for Whelan Security 3.5 years as a Security Monitor in the MERS Goodwill State RFS |
| Public Transportation | | |
| Criminal Justice | | |
| Military | | |
| Other | | |

Other experience or background information:

Over the past 12 months, Ms. Dulaney has been responsible for the following activities:

- Monitor physical facilities to ensure safety and security.
- Supervise interaction of residents.
- Monitor sign-in/out activities of residents to ensure accuracy of detail and whereabouts.
- Conduct random personal and room searches as required.
- Complete and file all required reports and documents.
- Conduct drug testing of residents as required.
- Remain current on all policies and procedures.
- Participate in all staff training as scheduled.
- Maintain confidentiality according to agency and DOC guidelines.

**EXHIBIT E
TECHNICAL PROPOSAL
TEAM QUALIFICATIONS – WORKING TEAM MEMBER BIOGRAPHIES**

Directions for Vendor: No more than six (6) Working Team members' biographies will be considered in the evaluation. Biographies should be submitted in the attached format.

| | |
|--|-------------------------|
| Name: | Anthony Hill |
| Title: | Security Monitor |
| Proposed project role: | Security Monitor |
| % of time committed to project: | 100% |

Education, certifications, and other distinctions:

| Degree, certification, or other distinctions | Institution | Date |
|---|--------------------|-------------|
| <i>High School Diploma</i> | | |
| <i>First Aid Training</i> | | |
| <i>CPR Certification</i> | | |
| <i>Blood-Borne Pathogens Training</i> | | |
| | | |

Employment history:

| Organization | Role | Dates |
|------------------------------|----------------------------------|---------------------|
| <i>MERS Goodwill</i> | <i>Security Monitor</i> | <i>2010-Present</i> |
| <i>Americall Group, Inc.</i> | <i>Training Specialist</i> | <i>1993-2006</i> |
| <i>Embassy Suites Hotel</i> | <i>Food and Beverage Manager</i> | <i>1989-1993</i> |
| <i>Trans World Airlines</i> | <i>Ramp Serviceperson</i> | <i>1987-1989</i> |

Specific experience relevant to project:

| Topic | Years of experience | Brief description of relevant experience (e.g., specific projects; previous employment) |
|-----------------------|----------------------------|--|
| Security | 8.5 years | Security Monitor in the MERS Goodwill State RFS |
| Public Transportation | | |
| Criminal Justice | | |
| Military | | |
| Other | | |

Other experience or background information:

Over the past 12 months, Mr. Hill has been responsible for the following activities:

- Monitor physical facilities to ensure safety and security.
- Supervise interaction of residents.
- Monitor sign-in/out activities of residents to ensure accuracy of detail and whereabouts.
- Conduct random personal and room searches as required.
- Complete and file all required reports and documents.
- Conduct drug testing of residents as required.
- Remain current on all policies and procedures.
- Participate in all staff training as scheduled.
- Maintain confidentiality according to agency and DOC guidelines.

EXHIBIT E
TECHNICAL PROPOSAL
TEAM QUALIFICATIONS – WORKING TEAM MEMBER BIOGRAPHIES

Directions for Vendor: No more than six (6) Working Team members’ biographies will be considered in the evaluation. Biographies should be submitted in the attached format.

| | |
|--|-------------------------|
| Name: | Cherri Sargent |
| Title: | Security Monitor |
| Proposed project role: | Security Monitor |
| % of time committed to project: | 100% |

Education, certifications, and other distinctions:

| Degree, certification, or other distinctions | Institution | Date |
|---|--------------------------------|-------------|
| <i>High School Diploma</i> | | |
| <i>Certified Habilitation Technician</i> | <i>Belleville Area College</i> | |
| <i>Data Entry Certification</i> | <i>United College</i> | |
| <i>First Aid Training</i> | | |
| <i>CPR Certification</i> | | |
| <i>Blood-Borne Pathogens Training</i> | | |

Employment history:

| Organization | Role | Dates |
|----------------------------|--------------------------------------|---------------------|
| <i>MERS Goodwill</i> | <i>Security Monitor</i> | <i>2014-present</i> |
| <i>Call For Help, Inc.</i> | <i>Program Manager / Coordinator</i> | <i>2000-2014</i> |
| <i>Lebanon Terrace</i> | <i>Resident Assistant</i> | <i>1998-2000</i> |

Specific experience relevant to project:

| Topic | Years of experience | Brief description of relevant experience (e.g., specific projects; previous employment) |
|-----------------------|----------------------------|--|
| Security | 4 years | Security Monitor in the MERS Goodwill State RFS |
| Public Transportation | | |
| Criminal Justice | | |
| Military | | |
| Other | 14 years | Coordinator and Program Manager in a social services setting. |

Other experience or background information:

Over the past 12 months, Ms. Sargent has been responsible for the following activities:

- Monitor physical facilities to ensure safety and security.
- Supervise interaction of residents.
- Monitor sign-in/out activities of residents to ensure accuracy of detail and whereabouts.
- Conduct random personal and room searches as required.
- Complete and file all required reports and documents.
- Conduct drug testing of residents as required.
- Remain current on all policies and procedures.
- Participate in all staff training as scheduled.
- Maintain confidentiality according to agency and DOC guidelines.

EXHIBIT F
TECHNICAL PROPOSAL
PAST PERFORMANCE

Directions to Vendor: The vendor should provide the overall relevant vendor experience related to this RFP and reflective of the contractor qualifications in section 2.2.

| Overall Relevant Vendor Experience | |
|--|---|
| (succinctly identify experience in each of the qualification areas identified below) | |
| Residential Services to justice involved populations, including those on active adult probation or parole supervision | Missouri Department of Corrections Division of Probation and Parole State Residential Facility Services – For 30+ years MERS Goodwill has provided individuals on Probation or Parole with State Residential Facility Services. U.S. Federal Bureau of Prisons Federal Residential Reentry Center – For 30+ years MERS Goodwill provided residential services and vocational supports in order to assist female offenders with their transition from an institution back into the community. |
| Transitional Housing services to justice involved populations, including those on active adult probation or parole supervision | Not Applicable |

Submit a synopsis of any contracts that the vendor has lost, were cancelled or discontinued due to a breach of contract or the customer not otherwise being satisfied with the contractor's performance, if any.

Not applicable – MERS Goodwill has not lost, had cancelled, or had discontinued any contract or grant due to a breach of contract or customer dissatisfaction.

EXHIBIT F
TECHNICAL PROPOSAL
PAST PERFORMANCE CONTINUED

Directions to Vendor: The vendor should provide two (2) past performance examples. Each should have been completed in the past five (5) years. At least one (1) should involve work for a government agency of similar scale and complexity to the services required in the RFP. The vendor should copy and complete this Exhibit for each example presented.

| EXAMPLE | |
|--|--|
| Project Title | State Residential Facility Services |
| Duration of the Project | July 1, 2017 - Present |
| Specific Contact Information: | Organization Name: Missouri Department of Corrections Division of Probation and Parole Contact Person Name: Cynthia Hygrade Telephone Number: 314-877-1000 Email Address: chygrade@doc.mo.gov |
| <p>The vendor should summarize below the past project’s context, objectives, approach and impact achieved relevant to this RFP. The vendor should summarize below the past project’s context, objectives, approach and impact achieved relevant to this RFP. The example should present the vendor’s experience with residential housing and programming services for justice involved individuals in the State of Missouri. Additionally, the vendor’s example(s) should identify the number of years’ experience providing residential housing and programming services.</p> <p>MERS Goodwill has provided individuals supervised by Missouri Department of Corrections Probation and Parole with State Residential Facility Services since the 1980’s, resulting in 30+ years of direct experience with residential housing and programming services for justice-involved female individuals in the State of Missouri that is specifically relevant to this proposal. Our State Residential Facility Services provide room, board, supervision, and job placement and retention for female clients transitioning from incarceration in Missouri state facilities back into community life within the St. Louis region and nearby areas. MERS Goodwill also provides directly or refers clients to community resources to cover other needs beyond housing and employment, including but not limited to medical and mental health needs, transportation needs, and financial abilities. With this in mind, clients are encouraged to consider a career plan that will not only satisfy their immediate needs, but will establish a basis for future success. Program completion and community transition is the ultimate goal and successful employment is one means towards that goal.</p> | |

EXHIBIT F
TECHNICAL PROPOSAL
PAST PERFORMANCE CONTINUED

Directions to Vendor: The vendor should provide two (2) past performance examples. Each should have been completed in the past five (5) years. At least one (1) should involve work for a government agency of similar scale and complexity to the services required in the RFP. The vendor should copy and complete this Exhibit for each example presented.

| EXAMPLE | |
|---|--|
| Project Title | Federal Residential Reentry Center |
| Duration of the Project | December 1, 2011 – May 31, 2018 |
| Specific Contact Information: | Organization Name: U.S. Federal Bureau of Prisons Contact Person Name: Kathy Hueter Telephone Number: (314) 539-2390 Email Address: mhueter@bop.gov |
| <p>The vendor should summarize below the past project’s context, objectives, approach and impact achieved relevant to this RFP. The vendor should summarize below the past project’s context, objectives, approach and impact achieved relevant to this RFP. The example should present the vendor’s experience with residential housing and programming services for justice involved individuals in the State of Missouri. Additionally, the vendor’s example(s) should identify the number of years’ experience providing residential housing and programming services.</p> <p>U.S. Federal Bureau of Prisons Federal Residential Reentry Center – For 30+ years MERS Goodwill provided residential services and vocational supports in order to assist female offenders with their transition from an institution back into the community. MERS Goodwill provided these federal services from the 1980’s until the end of our last contract in 2018, resulting in 30+ years of direct experience with residential housing and programming services for justice-involved female individuals in the State of Missouri that is specifically relevant to this proposal. Our Federal Residential Facility Services provided room, board, supervision, case management, and job placement and retention for female federal clients who were transitioning from incarceration back into the community. In particular, Case management sessions included 1) assessment, 2) monitoring participation in programs as outlined by Federal requirements, 3) home plan development and verification, and 4) job development and monitoring. Case management staff were available at varying times to accommodate the employment and reintegration schedules of the clients. MERS Goodwill also provided directly or referred offenders to community resources to cover other needs beyond housing and employment, including but not limited to medical and mental health needs, transportation needs, and financial abilities. Clients were counseled to consider a career plan that would not only satisfy their immediate needs, but would establish a basis for future success. Program completion and community transition was the ultimate goal and successful employment was one means towards that goal.</p> | |


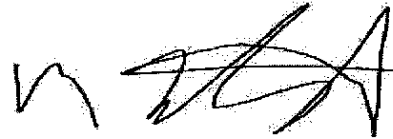
Rentokil Steritech

Ehrlich | Presto-X | Western
The Experts in Pest Control

Proof Of Service Summary

ST LOUIS PEST, 3952 CLAYTON AVENUE, MO, 63110-1714 52, (314)298-7717 0000, (314) 533-4970

| | | | |
|---------------|--|-------------------------|--|
| client | 05216261 / 47 MERS GOODWILL (314) 982-8829 EXT. 0000 | service location | 05216261 / 47 MERS GOODWILL 1727 LOCUST ST GOODWILL - AFTERGUT CENTER SAINT LOUIS, MO 63103-1703 |
|---------------|--|-------------------------|--|

| time in | time out | customer signature | technician signature |
|-------------------|-------------------|--|---|
| 04/12/2019 7:29am | 04/12/2019 8:31am |  |  |
| | | 04-12-2019 08:31:26 | 04-12-2019 08:30:43 |

Joe Rogan

with thanks, MICHAEL FLETCHER

licenses certifications

7A-C17248,7B-C17248,7C-C17248

| order number | Status | service date | Description |
|--------------|-----------|--------------|---|
| 46610824000 | Completed | 04/12/2019 | COMMERCIAL FLYING INSECT TRAP MAINTENANCE SERVICE |
| 46610825000 | Completed | 04/12/2019 | COMMERCIAL PEST GENERAL MAINTENANCE SERVICE |
| 46409941000 | Completed | 04/12/2019 | BIOREMEDIATION DRAIN SERVICE ONLY |

device summary

| device type | with activity | without activity | unserviceable | total inspected |
|---------------------------|---------------|------------------|---------------|-----------------|
| Mechanical Rodent Trap | 0 | 12 | 1 | 12 |
| Insect Light Trap | 0 | 1 | 1 | 1 |
| Worksite Inspection Point | 0 | 9 | 0 | 9 |
| Inspection Point | 0 | 9 | 0 | 9 |

Materials used

| Material Used | epa | Lot # | Dilution% | concentrate | quantity | unit | method | target |
|----------------------|-----|-------|-----------|-------------|----------|------|--------|------------------|
| InVade Hot Spot Foam | na | | 0.0 | | 2.00 | oz | Spot | Drain/Moth flies |

device 1st floor drains
equipment used Aerosol

| Material Used | epa | Lot # | Dilution% | concentrate | quantity | unit | method | target |
|----------------------|-----|-------|-----------|-------------|----------|------|--------|------------------|
| InVade Hot Spot Foam | na | | 0.0 | | 2.00 | oz | Spot | Drain/Moth flies |

device 3rd floor drains
equipment used Aerosol

| Material Used | epa | Lot # | Dilution% | concentrate | quantity | unit | method | target |
|------------------------|----------|-------|-----------|-------------|----------|------|-------------------|---------------|
| Talstar P Professional | 279-3206 | | 0.02 | 0.0 | 4.00 | oz | Crack and Crevice | Ground beetle |

device 4th floor common areas
equipment used Compressed Sprayer
active ingredient Bifenthrin

Rentokil Steritech

Ehrlich | Presto-X | Western

The Experts in Pest Control

ST LOUIS PEST, 3952 CLAYTON AVENUE, MO, 63110-1714 52, (314)298-7717 0000, (314) 533-4970

Proof Of Service Summary

| Material Used | epa | Lot # | Dilution% | concentrate | quantity | unit | method | target |
|-------------------------|-----|-------|-----------|-------------|----------|------|--------|------------------|
| InVade Hot Spot Foam | na | | | 0.0 | 2.00 | oz | Spot | Drain/Moth flies |

device 4th floor drains
equipment used Aerosol

| Material Used | epa | Lot # | Dilution% | concentrate | quantity | unit | method | target |
|---------------------------|----------|-------|-----------|-------------|----------|------|----------------------|---------------|
| Talstar P Professional | 279-3206 | | 0.02 | 0.0 | 4.00 | oz | Crack and Crevice | Ground beetle |

device 5th Floor common area
equipment used Compressed Sprayer
active ingredient Bifenthrin

| Material Used | epa | Lot # | Dilution% | concentrate | quantity | unit | method | target |
|-------------------------|-----|-------|-----------|-------------|----------|------|--------|------------------|
| InVade Hot Spot Foam | na | | | 0.0 | 2.00 | oz | Spot | Drain/Moth flies |

device 5th floor drains
equipment used Aerosol

| Material Used | epa | Lot # | Dilution% | concentrate | quantity | unit | method | target |
|---------------------------|----------|-------|-----------|-------------|----------|------|----------------------|---------------|
| Talstar P Professional | 279-3206 | | 0.02 | 0.0 | 4.00 | oz | Crack and Crevice | Ground beetle |

device 6th floor common area
equipment used Compressed Sprayer
active ingredient Bifenthrin

| Material Used | epa | Lot # | Dilution% | concentrate | quantity | unit | method | target |
|-------------------------|-----|-------|-----------|-------------|----------|------|--------|------------------|
| InVade Hot Spot Foam | na | | | 0.0 | 2.00 | oz | Spot | Drain/Moth flies |

device 6th floor drains
equipment used Aerosol

| Material Used | epa | Lot # | Dilution% | concentrate | quantity | unit | method | target |
|---------------------------|----------|-------|-----------|-------------|----------|------|----------------------|---------------|
| Talstar P Professional | 279-3206 | | 0.02 | 0.0 | 4.00 | oz | Crack and Crevice | Ground beetle |

device Basement
equipment used Compressed Sprayer
active ingredient Bifenthrin

| Material Used | epa | Lot # | Dilution% | concentrate | quantity | unit | method | target |
|-------------------------|-----|-------|-----------|-------------|----------|------|--------|------------------|
| InVade Hot Spot Foam | na | | | 0.0 | 2.00 | oz | Spot | Drain/Moth flies |

device Basement Drains
equipment used Aerosol

| Material Used | epa | Lot # | Dilution% | concentrate | quantity | unit | method | target |
|---------------------------|----------|-------|-----------|-------------|----------|------|----------------------|---------------|
| Talstar P Professional | 279-3206 | | 0.02 | 0.0 | 4.00 | oz | Crack and Crevice | Ground beetle |

Rentokil Steritech

Proof Of Service Summary

Ehrlich | Presto-X | Western

The Experts in Pest Control

ST LOUIS PEST, 3952 CLAYTON AVENUE, MO, 63110-1714 52, (314)298-7717 0000, (314) 533-4970

device Dock
equipment used Compressed Sprayer
active ingredient Bifenthrin

| Material Used | epa | Lot # | Dilution% | concentrate | quantity | unit | method | target |
|---------------------------|----------|-------|-----------|-------------|----------|------|----------------------|---------------|
| Talstar P Professional | 279-3206 | | 0.02 | 0.0 | 4.00 | oz | Crack and Crevice | Ground beetle |

device Kitchen
equipment used Compressed Sprayer
active ingredient Bifenthrin

| Material Used | epa | Lot # | Dilution% | concentrate | quantity | unit | method | target |
|---------------------------|----------|-------|-----------|-------------|----------|------|----------------------|---------------|
| Talstar P Professional | 279-3206 | | 0.02 | 0.0 | 4.00 | oz | Crack and Crevice | Ground beetle |

device Premises Insp
equipment used Compressed Sprayer
active ingredient Bifenthrin

general comments

Checked extetior/ interior and exterior service/ Treated interior perimeter entry points warehouse bathrooms basement kitchen areas office areas
breakrooms/ Treated drains/ Will follow up on light trap replacement/

| | | | |
|---------------|--|-------------------------|--|
| client | 05216261 / 47 MERS GOODWILL (314) 982-8829 EXT. 0000 | service location | 05216261 / 47 MERS GOODWILL 1727 LOCUST ST GOODWILL - AFTERGUT CENTER SAINT LOUIS, MO 63103-1703 |
|---------------|--|-------------------------|--|

inspection results

site

Aftergut Center, 1st Floor, Dining Room

| Device | Time | pest | quantity | comment |
|--------|---------|-------------------|----------|---|
| ILT 01 | 12:00am | no activity found | | unserviceable (No inspection @ 04-12-2019 08:29:03) |

site

Aftergut Center, 1st Floor, Dock

| Device | Time | pest | quantity | comment |
|--------|--------|-------------------|----------|---------|
| Dock | 7:56am | no activity found | | |
| MRT 01 | 7:47am | no activity found | | |
| MRT 02 | 7:48am | no activity found | | |
| MRT 03 | 7:47am | no activity found | | |
| MRT 04 | 7:47am | no activity found | | |
| MRT 07 | 7:46am | no activity found | | |

site

Aftergut Center, 1st Floor, Kitchen

| Device | Time | pest | quantity | comment |
|---------|--------|-------------------|----------|---------|
| Kitchen | 8:21am | no activity found | | |
| MRT 06 | 7:47am | no activity found | | |
| MRT 10 | 8:29am | no activity found | | |
| MRT 11 | 8:30am | no activity found | | |

site

Aftergut Center, Basement, Basement

| Device | Time | pest | quantity | comment |
|----------|---------|-------------------|----------|---|
| Basement | 8:20am | no activity found | | |
| MRT 12 | 8:02am | no activity found | | |
| MRT 13 | 12:00am | no activity found | | unserviceable (No access @ 04-12-2019 08:02:55) |
| MRT 14 | 8:04am | no activity found | | |
| MRT 15 | 8:03am | no activity found | | |

site

Building, Main, basement

Rentokil Steritech

Ehrlich | Presto-X | Western

The Experts in Pest Control

ST LOUIS PEST, 3952 CLAYTON AVENUE, MO, 63110-1714 52, (314)298-7717 0000, (314) 533-4970

Proof Of Service Detailed Inspection Results

| Device | Time | pest | quantity | comment |
|-----------------|--------|-------------------|----------|---------|
| Basement Drains | 8:20am | no activity found | | |

site
Building, Main, Exterior

| Device | Time | pest | quantity | comment |
|---------------|--------|-------------------|----------|---------|
| Exterior Insp | 7:49am | no activity found | | |

site
Building, Main, Interior

| Device | Time | pest | quantity | comment |
|------------------------|--------|-------------------|----------|---------|
| 1st floor drains | 8:17am | no activity found | | |
| 2nd floor common areas | 8:18am | no activity found | | |
| 2nd floor drains | 8:18am | no activity found | | |
| 3rd floor common area | 8:19am | no activity found | | |
| 3rd floor drains | 8:18am | no activity found | | |
| 4th floor common areas | 8:01am | no activity found | | |
| 4th floor drains | 8:00am | no activity found | | |
| 5th Floor common area | 7:59am | no activity found | | |
| 5th floor drains | 7:59am | no activity found | | |
| 6th floor common area | 7:52am | no activity found | | |
| 6th floor drains | 7:51am | no activity found | | |
| Premises Insp | 7:57am | no activity found | | |

site
Building, Main, Warehouse

| Device | Time | pest | quantity | comment |
|------------------|--------|-------------------|----------|---------|
| Dining room Insp | 7:49am | no activity found | | |



Integrated Pest Management Proposal

For

**MERS Goodwill Industries
Offices and Warehouse Proposal**

September 17, 2015

Fred Edwards
Commercial Sales Representative

Presto-X
3952 Clayton Ave.
St. Louis, MO 63110
Telephone: 573-382-5011
E-mail: fred.edwards@prestox.com

September 17, 2015

Dave Sheahan
MERS Goodwill
1727 Locust Street
St. Louis, MO 63103

Dear Mr. Sheahan:

Thank you for the opportunity to develop a pest management program for MERS Goodwill. Herein you will find our comprehensive proposal for providing MERS Goodwill with integrated pest management services.

It was communicated to us the need for consistent service, prompt service, professional service and the need for a world class pest management company that can handle any potential bed bug outbreak in a swift, prompt manner. With your current partnership with Presto-X at other locations and our ability to exceed all expectations regarding quality pest management as it pertains to your facilities, we look forward to showing you our program. Per our conversation, this opportunity comes from a small bed bug outbreak that Presto-X handled in a swift, rapid and effective manner. These concerns, as well as additional needed preventative measures, have been addressed in our proposal.

The objective of our partnership is to protect your company's environment, reputation and the health and safety of your guests, staff, vendors and visitors. Such a task calls for an Integrated Pest Management (IPM) Program, designed specifically with your needs in mind. This collaborative effort will eliminate current issues and identify conditions conducive to pest activity, assuring a pest free environment. We pride ourselves in our ability to accomplish this in an effective manner with minimal disruption to your facilities, making life easier and enabling you to focus on other, more pressing issues.

The enclosed proposal details an integrated pest management program specific to the needs of MERS Goodwill. If you have any questions or require further information, please contact us.

Sincerely,

Fred Edwards
Commercial Sales Representative
Presto-X

Executive Summary

As the Quality Leader in the pest management industry, Presto-X is the forerunner in innovative pest management programs. Using integrated pest management techniques, Presto-X prides itself on its programs, individually designed to meet and exceed the needs of its clients. Presto-X's integrated pest management programs have proven to be the least risk, lowest total cost solutions for healthcare clients.

Through the program we've developed together, you will lower your risk by assuring we have vested interest in your facility, make your life and work easier through detailed reporting system, increase your competitive advantage by providing a customized pest management program and increase your profitability by providing a pest free environment. Presto-X prides itself on the level of service which exceeds that of our competition in providing quality service and 75 years of experience to meet your individual needs.

Key concerns expressed by MERS Goodwill include the following:

- 1) Communication is very sporadic with current provider
- 2) No clear scope of service is in place
- 3) Some equipment is not being maintained

To lower your risk and address areas of concern, Presto-X proposes the following actions:

- 1) Respond rapidly to service requests
- 2) Have a written scope of service readily available and met with world class service
- 3) Maintain constant contact with appropriate personnel at MERS Goodwill to ensure world class service every day

1/15/10 BAFU
#1
OK

Foundation of Strength

Since 1932, Presto-X has taken a leadership role in the pest management industry through innovative pest management service solutions, continuing education and training programs for all personnel and a single focus on providing superior service to our commercial and industrial clients.

Mission

Presto-X safeguards the products and services our clients provide and the environments in which they live, work, and play through superior, customized pest solutions. Our ultimate goal is to be recognized as the Quality Leader in our industry and in the markets we serve, to generate a profitable return for the organization, and to provide a financially secure future for our Associates.

Values

The values governing Presto-X's development include the following:

- Achieving client satisfaction and retaining their loyalty is our top priority
- Promoting the professional and personal development of our number one asset – our Associates
- Excelling in the technical, managerial and marketing aspects of our business
- Educating our clients on pest prevention and pest concerns
- Conducting business in a manner which demonstrates the highest standard of personal integrity, corporate ethics and environmental responsibility
- Ensuring Associate and client safety
- Serving as good corporate citizens to our communities and nation

Experienced Service Personnel

At Presto-X, we understand that our service is only as good as those providing it. Our team of pest management professionals undergoes intensive, on-going training in the field and the classroom through a six-month introductory training program, monthly training seminars, annual Technical Conference and correspondence courses.

Presto-X prides itself on the high retention rate of our Technical Service Representatives, permitting our clients to enjoy long term collaboration with the individual servicing your facility. In addition, we focus on continued intellectual growth in the pest management field for all of our employees, making available to them college-level correspondence and internet-based learning through Purdue University and Presto-X University.

Full Service Capabilities

Presto-X provides a complete range of pest management services, using Integrated Pest Management (IPM) techniques. Services include general insect, rodent, stored product pest, vegetation, and bird management, bioremediation, fumigation, sanitation consultations, third party audit reviews, and training for your personnel. Our service capabilities also include green pest management practices and organic pest management services in accordance with USDA's National Organic Program. A complete list of our ancillary services is available in the appendix of this proposal.

Third-Party Audits

All applications and procedures are in accordance with industry best practices; as well as requirements and guidelines of relevant third party auditors and inspectors.

In addition, your Technical Service Representative and/or local Service Center Manager are available for participation in third-party agency audits upon request at no additional fee.

International Service

Presto-X is a Rentokil North America company. Rentokil is the largest business-to-business pest management firm in the world. This enables Presto-X to provide you with standardized, world class service and account management throughout North America, Europe, Asia, Australia, and Africa. It also allows us to provide specialized services such as central billing, product warehouse inspections, railcar fumigations, sanitation audits, product recall inspections, etc.

Industry Leadership

Through active involvement in the National Pest Management Association and in state associations throughout the Central United States, Presto-X has taken a leadership role in the development of laws, regulations and industry standards with our clients' needs in mind.

Integrated Pest Management Program Scope of Service

The following program adheres to all local, state and federal laws and regulations, as well as pest management industry best practices.

Service Area

Areas covered include the areas listed below/the interior of the facilities and the immediate exterior up to three (3) feet from the structure as necessary for covered pests. Service areas include:

| | |
|-------------------|---------------|
| Common Areas | Entry Points |
| Product Showrooms | Storage Areas |
| Storage Areas | Janitor Rooms |
| Dock Areas | |
| Lobby Areas | |

Additional areas will be serviced upon request.

Targeted Pests

Presto-X will inspect and apply pest management materials as necessary in the abovementioned service areas, to provide control of the following pests:

| | | |
|------|------|---------|
| Rats | Mice | Roaches |
|------|------|---------|

We will also assist in the management of:

| | |
|---------------------------|---------------------|
| Ants (pavement and thief) | Occasional Invaders |
|---------------------------|---------------------|

Additional pest management services are described in the Appendix and are available on a cost per service basis.

Intensive Service

To assure proper program implementation, your Technical Service Representative will conduct a thorough inspection of the facilities and grounds. The initial inspection will note any sanitation or structural issues that may be conducive to pest attraction or ongoing infestation. Rodent management equipment, including multi-catch traps, tamper resistant rodent bait stations, glueboards, wall markers, trap guards, etc. may be strategically placed on the interior and exterior of the facility to establish preventive management measures and to gain control of present activity. Applications of approved insect management materials will be made to cracks, crevices, wall voids, and other insect harborage areas as necessary to eliminate any current insect activity.

Pest management device placement will be in accordance with all internal, regulatory, outside, and client audit requirements and guidelines.

We estimate that intensive service will require up to two visits over a period of 30 days in some locations.

Routine Service

Following the establishment of a preventive level of control, routine service will begin. During routine service, Presto-X will inspect all service portions of MERS Goodwill on a regularly scheduled frequency detailed per target pest in the Service Specifications below.

Your Technical Service Representative will evaluate sanitation and structural deficiencies conducive to a pest infestation. Any areas of concern will be detailed on the service report left after each service visit.

All hardware noted on the schematic will be numbered and receive a unique barcode. Barcodes will be scanned using handheld technology during each service rendered. Service reports will then record service details and provide information for pest trending.

Service Specifications

Insect Management

Insect Management

Frequency: Varies Per Location

Service portions of the facility will be inspected to determine if insect activity or evidence is present and to identify areas that require corrective sanitation and structural maintenance measures. Insect management procedures will include the use of insect monitoring devices, strategic placement of insect management bait, applications of insect management dust formulations, and/or crack and crevice applications of insect management materials and insect growth regulators.

Rodent Management

Interior Rodent Management

Frequency: Varies Per Location

Service portions of the facility will be inspected to determine if any rodent activity or evidence is present and to identify areas that require corrective sanitation and structural maintenance measures.

Rodent management equipment will be maintained on the interior of the facility around entry points, along exterior walls, and in other appropriate areas. All traps will be inspected and cleaned upon each visit.

Exterior Rodent Management

Frequency: Varies Per Location

Multi-catch traps and/or tamper resistant rodent bait stations will be maintained in appropriate areas around the immediate exterior foundation and fence line of the facility. Exterior rodent bait stations will be secured to the ground and/or building to keep them in place and locked to ensure tamper resistance. Rodent bait stations will be inspected, cleaned, and maintained with fresh bait during each service visit. Also, rodent burrows will be baited as necessary.

Bed Bug Inspection Naked Eye

Frequency: As Needed

If bed bugs are suspected and a visual inspection is required, a MERS Goodwill manager will call Presto-X and request the inspection. Presto-X will respond via phone no later than 4 hours and will be on site no later than 24 hours per company policy. If the matter is of urgency, Presto-X will adjust accordingly to meet the needs of the client. A bed bug inspection via human eye will mean we are looking for live bed bugs, evidence of bugs such as blood droppings, cast skin from growth and/or eggs. Bed bugs do not want to be located and are crypto biotic. Such inspections may result in no evidence found as naked eye inspections are only 60% accurate compared to K9. If there is suspected activity, we recommend treatment via chemical means.

Exterior Perimeter Treatments

Frequency: Two times per year

Exterior treatments will be provided once in May and once in July to the exterior foundation and immediate grounds of the building using approved residual insect management materials. These treatments are designed to assist with the management of ants, crickets and ground beetles on the exterior of the facility.

Audit Preparation

For an additional fee, Presto-X's on-staff Registered Sanitarians and Quality Assurance Managers will assist in pre-audit sanitation inspections and preparation. Such assistance includes conducting a trial onsite inspection using third-party auditor specifications and reviewing any structural or sanitation concerns that may adversely impact an upcoming audit.

Total Quality Assurance

Regularly scheduled contact will be maintained between our personnel and your staff to ensure that the service program is providing preventive control. Along with personal visits, we will randomly select clients to contact by phone to ensure satisfaction with the on-going service program. Comments during these calls are recorded and included in the report submitted each month to our Quality Assurance Manager for review and follow-up.

Random on-site Quality Assurance audits are performed by our Regional Quality Assurance Manager. This service is designed to ensure that our quality standards are being maintained and are consistent throughout the company.

Training and Orientation

Presto-X, in conjunction with Southeast Health, provides the following training assistance:

- On-site training with each service, effectively communicating structural and sanitation concerns related to maintaining an effective pest management program at your facility.
- Attendance at Southeast Health meetings to create an exchange forum on pest management sanitation concerns and structural maintenance directly related to the success of an effective pest management program.
- Presto-X also offers comprehensive Client Learning Programs and has a large library of videos and information on pest management and safety practices.

Some of these services may require an additional investment. Please contact your local Service Center for further information.

Insurance

Presto-X maintains adequate insurance coverage; including general liability, worker's compensation, and automobile liability. A copy of the current Certificate of Insurance is available in the 'Information' section of the Program Manual.

Time of Service

Services will be rendered at an agreed upon time. Your Technical Service Representative will contact your personnel prior to initiating any work and will check out prior to leaving your premises. A service work order will be left with your personnel upon completion of each service.

Calls for Additional Service

If additional services are required for covered pests within 30 days following a regularly scheduled service visit, such services will be rendered promptly without an additional charge. It is our procedure to call clients requesting additional service within four hours of the original additional service request.

Materials and Equipment

All labor, materials and equipment required to render the services described herein will be furnished by and remain the property of Presto-X. Any damaged or missing equipment will be replaced and charged to MERS Goodwill. Materials used and application methods are in accordance with regularly established practices and in compliance with Federal, State and local regulatory agencies.

References

| | | |
|----------------------------------|--------------------------------------|--|
| SSM Healthcare All Locations | Bethesda Healthcare All Locations | Petersen Healthcare All Locations |
| Salvation Army Many Locations | United Way Many Locations | Boys and Girls Clubs Many Locations |

Additional references and contact information are available upon request.

Pricing and Terms

Presto-X shall provide service as described in the attached proposal dated September 17, 2015. The specifications and pricing contained herein shall remain valid for 45 days from the original date printed on this proposal for MERS Goodwill, according to the following schedule, plus tax, where applicable. All quoted prices are in U.S. dollars unless otherwise stated.

Service Location

| | | |
|----------------------|---------------------|---------------------|
| MERS Goodwill | Lippmen Center | South County Center |
| Aftergut Center | | |
| | North County Center | St. Charles Center |
| Forest Park Workshop | | |
| | | Warehouse on Market |

Investment Detail

| Intensive and Routine Service Aftergut Center | Frequency | Price per Service |
|--|------------------|------------------------------|
| Intensive Service- General Insect and Rodent Control | Once | \$775.00 |
| Exterior Perimeter Treatments May and July | Twice per year | \$200 Per Service |
| General Insect Control, Exterior Rodent Management, Interior Rodent Management | Twice Per Month | \$165.00 Per Service |
| Bed Bug Inspection Naked Eye | TBD | \$45.00 |
| Bed Bug Treatment Conventional Per Unit Sleeping Quarters | TBD | \$600.00 |

| Intensive and Routine Service Forest Park Workshop/Online Services | Frequency | Price per Service |
|--|------------------|------------------------------|
| Intensive Service- General Insect and Rodent Control | Once | \$675.00 |
| Exterior Perimeter Treatments May and July | Twice per year | \$200 Per Service |
| General Insect Control, Exterior Rodent Management, Interior Rodent Management | Twice Per Month | \$140.00 Per Service |
| Bed Bug Inspection Naked Eye | TBD | \$45.00 |
| Bed Bug Treatment Conventional | TBD | \$600.00 |

| Intensive and Routine Service Lippmen Center | Frequency | Price per Service |
|--|------------------|------------------------------|
| Intensive Service- General Insect and Rodent Control | Once | \$175.00 |
| Exterior Perimeter Treatments May and July | Twice per year | \$150 Per Service |
| General Insect Control, Exterior Rodent Management, Interior Rodent Management | Once Per Month | \$129.00 Per Service |
| Bed Bug Inspection Naked Eye | TBD | \$45.00 |
| Bed Bug Treatment Conventional | TBD | \$600.00 |

| Intensive and Routine Service North County Center | Frequency | Price per Service |
|--|------------------|------------------------------|
| Intensive Service- General Insect and Rodent Control | Once | \$150.00 |
| Exterior Perimeter Treatments May and July | Twice per year | \$125 Per Service |
| General Insect Control, Exterior Rodent Management, Interior Rodent Management | Once Per Month | \$75.00 Per Service |
| Bed Bug Inspection Naked Eye | TBD | \$45.00 |
| Bed Bug Treatment Conventional | TBD | \$600.00 |

| Intensive and Routine Service South County Center | Frequency | Price per Service |
|--|------------------|------------------------------|
| Intensive Service- General Insect and Rodent Control | Once | \$150.00 |
| Exterior Perimeter Treatments May and July | Twice per year | \$125.00 Per Service |
| General Insect Control, Exterior Rodent Management, Interior Rodent Management | Once Per Month | \$75.00 Per Service |
| Bed Bug Inspection Naked Eye | TBD | \$45.00 |
| Bed Bug Treatment Conventional | TBD | \$600.00 |

| Intensive and Routine Service St. Charles Center | Frequency | Price per Service |
|--|------------------|------------------------------|
| Intensive Service- General Insect and Rodent Control | Once | \$150.00 |
| Exterior Perimeter Treatments May and July | Twice per year | \$125.00 Per Service |
| General Insect Control, Exterior Rodent Management, Interior Rodent Management | Once Per Month | \$75.00 Per Service |
| Bed Bug Inspection Naked Eye | TBD | \$45.00 |
| Bed Bug Treatment Conventional | TBD | \$600.00 |

| Intensive and Routine Service Warehouse On Market Street | Frequency | Price per Service |
|--|------------------|------------------------------|
| Intensive Service- General Insect and Rodent Control | Once | \$800.00 |
| Exterior Perimeter Treatments May and July | Twice per year | \$185.00 Per Service |
| General Insect Control, Exterior Rodent Management, Interior Rodent Management | Twice Per Month | \$185.00 Per Service |
| Bed Bug Inspection Naked Eye | TBD | \$45.00 |
| Bed Bug Treatment Conventional | TBD | \$600.00 |

Billing

Billing is centralized through Presto-X's Home Office in Omaha, Nebraska.

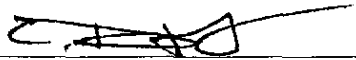
Agreement

This agreement may be canceled by either party in whole or in part upon 30 days written notice. The specifications and pricing contained herein shall remain valid for 120 days from the original date printed on this proposal. All prices are subject to applicable taxes.

This document and all Presto-X materials are the property of Presto-X. This document is the sole property of Presto-X and cannot be shared with other parties without written permission from Presto-X.

For MERS Goodwill

For Presto-X LLC


Name: C. Dawayne Barnett

Name: Fred Edwards
Title: Commercial Sales Representative

Date Approved: 09/24/15

Date Approved: _____

Date Effective: 11/01/15

Federal I.D. #: 43-0652657

Tax Exempt I.D. #: 12559326



**MERS/Goodwill
State Halfway House**

PREA Policy and Procedure

Original Effective Date: 3/3/15
Revision Date: 12/26/2018

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Purpose

To ensure the prevention, detection, reporting, response, and retention of records relating to an incident of sexual abuse/harassment of any resident by a resident, contractor, volunteer, staff, or visitor within the MERS/Goodwill Residential State Halfway House.

Applicability

MERS/Goodwill State Halfway House program.

Policy

MERS/Goodwill State Halfway House (herein referred to as "the facility") maintain a zero-tolerance policy on sexual abuse and harassment to promote a safe and humane environment, free from sexual violence and misconduct for residents. All staff and volunteers must immediately report any knowledge, suspicion, or information regarding an incident of sexual abuse/harassment or staff sexual misconduct that occurred in the facility. If the facility learns that a resident is subject to a substantial risk of imminent sexual abuse, it must take immediate action to protect the resident. The facility investigates all matters of sexual abuse/harassment/staff sexual misconduct vigorously through facility supervisory staff, the Federal Bureau of Prisons, Missouri Department of Corrections Division of Probation and Parole, and outside law enforcement, as directed by the incident.

- A. Residents, staff, visitors, volunteers, or any other individuals who have business with the facility are subject to disciplinary action and/or criminal sanctions, including dismissal or termination, if determined to have engaged in sexual abuse/harassment/staff sexual misconduct of a resident. A violation of this policy may result in termination from MERS/Goodwill.
- B. All individuals entering the facility are given information on the facility's zero-tolerance policy regarding sexual abuse and sexual harassment and sign a PREA Zero-Tolerance Acknowledgement (Attachment A), which is retained in staff files (when applicable) and the facility's PREA Compliance file.
- C. Residents, staff, and others deemed necessary by administration receive training on sexual abuse/harassment/staff sexual misconduct prevention, detection, and the facility's response plan.
- D. The facility maintains multiple ways for residents and staff to report allegations of sexual abuse/harassment/staff sexual misconduct perpetrated by other residents, staff, or volunteers. A qualified interpreter is provided for a resident who has a disability that impacts her ability to communicate (such as a hearing impairment). Residents who do not speak and understand English are provided language interpretive services.
- E. A resident who alleges that she has been the victim of sexual abuse perpetrated by another resident, staff, or volunteer is offered access to psychological services, medical services, and a sexual abuse advocate. In cases of sexual harassment or staff sexual misconduct, residents have access to psychological services and educational materials.
- F. The facility maintains a PREA coordinator, who develops, implements and oversees facility efforts to comply with PREA standards.
- G. The facility follows the uniform policy and response plan as contained in this policy.
- H. All staff training relating to this Policy and Procedure is documented and retained in staff files, in each program's training file, and in the PREA Compliance File.

Definitions

A. General Definitions

Facility- the MERS/Goodwill residential facility for female residents, *State Halfway House program*.

Gender nonconforming- a person whose appearance or manner does not conform to traditional societal gender expectations.

Intersex- a person whose sexual or reproductive anatomy or chromosomal pattern does not seem to fit typical definitions of male or female.

Medical practitioner- a health professional who, by virtue of education, credentials, and experience, is permitted by law to evaluate and care for patients within the scope of his or her professional practice. A “qualified medical practitioner” refers to such a professional who has also successfully completed specialized training for treating sexual abuse victims.

Mental health practitioner- a mental health professional who, by virtue of education, credentials, and experience, is permitted by law to evaluate and care for patients within the scope of his or her professional practice. A “qualified mental health practitioner” refers to such a professional who has also successfully completed specialized training for treating sexual abuse victims.

Resident- any individual residing in the MERS/Goodwill Residential State Halfway House program.

Pat-down search- a running of the hands over the clothed body of a resident by staff to determine whether the resident possesses contraband.

Staff- any individual employed by MERS/Goodwill in the State Halfway House program.

Strip search- a search that requires a resident to remove or arrange some or all clothing so as to permit a visual inspection of the resident’s breasts, buttocks, or genitalia to determine whether the resident possesses contraband.

Substantiated allegation- an allegation that was investigated and determined to have occurred.

Transgender- a person whose gender identity (i.e., internal sense of feeling male or female) is different from the person’s assigned sex at birth.

Unfounded allegation- an allegation that was investigated and determined not to have occurred.

Unsubstantiated allegation- an allegation that was investigated and the investigation produced insufficient evidence to make a final determination as to whether or not the event occurred.

Volunteer- an individual who donates time and effort on a recurring basis to enhance the activities and programs of the facility.

B. Definitions Related to Sexual Abuse

Sexual abuse includes—

1. Sexual abuse of a resident by another resident; and
2. Sexual abuse of a resident by a staff member, contractor, or volunteer.

Sexual abuse of a resident by another resident includes any of the following acts, if the victim does not consent, is coerced into such act by overt or implied threats of violence, or is unable to consent or refuse:

1. Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
2. Contact between the mouth and the penis, vulva, or anus;
3. Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument; and
4. Any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or the buttocks of another person, excluding contact incidental to a physical altercation.

Sexual abuse of a resident by a staff member, contractor, or volunteer includes any of the following acts, *with or without* consent of the resident:

1. Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
2. Contact between the mouth and the penis, vulva, or anus;
3. Contact between the mouth and any body part where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
4. Penetration of the anal or genital opening, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
5. Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
6. Any attempt, threat, or request by a staff member, contractor, or volunteer to engage in the activities described in paragraphs (1)-(5) of this section;
7. Any display by a staff member, contractor, or volunteer of his or her uncovered genitalia, buttocks, or breast in the presence of a resident, and
8. Voyeurism by a staff member, contractor, or volunteer.

Voyeurism by a staff member, contractor, or volunteer means an invasion of privacy of a resident by staff for reasons unrelated to official duties, such as peering at a resident who is changing clothes in her room; requiring an inmate to expose her buttocks, genitals, or breasts outside of an approved strip search; or taking images of all or part of an inmate's naked body or of an inmate performing bodily functions.

Sexual harassment includes—

1. Repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one resident directed toward another; and
2. Repeated verbal comments or gestures of a sexual nature to a resident by a staff member, contractor, or volunteer, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

Staff sexual misconduct – the following acts when performed by a staff member, contractor, or volunteer when directed at a resident for the purpose of gratifying the sexual desire(s) of any person, encouraging a resident to engage in staff sexual misconduct:

1. Any attempt, threat, or request by a staff member, contractor, or volunteer to engage in the activities described in this policy;
2. Any display by a staff member, contractor, or volunteer of his or her uncovered genitalia, buttocks, or breast in the presence of a resident;
3. Voyeurism by a staff member, contractor, or volunteer;
4. Unwelcome sexual advances, or requests for sexual favors;
5. Dealing, offering, receiving, or giving favors or attention to an offender for purposes of grooming, bribing, or otherwise seeking to engage a resident in activities prohibited by policy;
6. Attempting to perform acts prohibited by this policy; and
7. Aiding or abetting another person to perform acts prohibited by this policy.

Sexual abuse advocate- an individual specifically trained to offer advocacy, support, crisis intervention, information, and referrals to a victim of sexual abuse.

Sexual assault forensic examination – a process performed by a sexual assault nurse examiner (SANE) during which the medical forensic history and evidence is obtained from the patient. The SANE must offer the offender information on sexually transmitted infections, other non-acute medical concerns, and assess the risk of pregnancy.

Procedures

A. Prevention

1. Staff Hiring and Promotion Decisions-

- a) The facility will not knowingly hire or promote anyone who may have contact with residents, and will not enlist the services of any contractor who may have contact with residents, who-
 - (1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. § 1997);
 - (2) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - (3) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph (a)(2) of this section.

- b) The facility will consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, who may have contact with residents.

- c) Before hiring new employees who may have contact with residents, the facility will:
 - (1) Obtain clearance for employment from the Missouri Department Corrections Division of Probation and Parole based on the results of a criminal background records check for all security monitor staff;
 - (2) Obtain clearance for employment from the Missouri Department of Corrections Division of Probation and Parole based on the results of a criminal background records check for all other State Halfway House staff (e.g. Program Director, Case Managers); and
 - (3) Consistent with Federal, State, and local law, make its best efforts to contact all prior institutional employers for information on substantiated allegations of sexual abuse or any resignation during a pending investigation of an allegation of sexual abuse.

- d) The facility will also perform a criminal background records check before enlisting the services of any contractor who may have direct contact with residents.

- e) The facility will obtain annual clearance for employment based on background records check results on all security monitor staff and State Halfway House staff from the Missouri Department of Corrections Division of Probation and Parole. For all other facility staff, the facility will conduct criminal background records checks at least every five years of current facility employees who may have contact with residents.
 - (1) In the event annual background records check results are no longer made available for security monitor staff and State Halfway House staff by the Missouri Department of Corrections Division of Probation and Parole, the facility will conduct criminal background records checks at least every five years.

- f) The facility will also ask all applicants and employees who may have contact with residents directly about previous misconduct described in paragraph a) of this section:
 - (1) In interviews for hiring or promotions using the PREA New Hire/Promotion Compliance Form (Attachment B); and

(2) As part of annual reviews for all current employees using the PREA Employee Annual Review Compliance Form (Attachment C).

g) All facility staff are held to the continuing affirmative duty to disclose any such misconduct. Material omissions regarding such misconduct, or the provision of materially false information, shall be grounds for termination.

h) Unless prohibited by law, the facility will provide information on substantiated allegations of sexual abuse or sexual harassment involving a former employee upon receiving a request from an institutional employer for whom such employee has applied to work.

2. Supervision and Monitoring

- a) The facility will maintain the number of security staff as outlined in its program contracts with the Missouri Department of Corrections inside the facility at all times. For the purpose of resident meals, fire drills, and smoke breaks, other areas of the building such as the cafeteria are considered extensions of the facility to ensure ongoing supervision and monitoring of residents. Regardless of possible staffing requirement fluctuation by facility contractors, the number of security staff in the facility at any time will never fall below one (1) per contract. A minimum of one female staff person will be on duty in the facility at all times.
- b) In circumstances where the staffing plan is not complied with, the facility will document and justify all deviations from the plan. Documentation will be stored in the PREA Compliance File.
- c) The facility makes use of perpetual video monitoring throughout the facility, with the exception of resident bedrooms and restrooms. Areas under video surveillance include the security monitor station, common room areas, hallways, laundry room, restroom entrances, bedroom entrances, 1st floor and 7th floor elevators, and the cafeteria. The facility saves all video footage for a minimum of six months.
- d) Whenever necessary, but no less frequently than once each year, the facility will assess, determine, and document, using the PREA Review of Supervision and Monitoring (Attachment D), whether adjustments are needed to:
 - (1) The staffing plan established pursuant to paragraph a) of this section;
 - (2) Prevailing staffing patterns;
 - (3) The deployment of video monitoring systems; and
 - (4) The resources available to commit to ensure adequate staffing levels.

3. Upgrades to Facility and Technology

- a) When designing or acquiring any new facility and in planning any substantial expansion or modification of the existing facility, the facility will consider the effect of the design, acquisition, expansion, or modification upon the facility's ability to protect residents from sexual abuse.
- b) When installing or updating a video monitoring system, electronic surveillance system, or other monitoring technology, the facility will consider how such technology may enhance the facility's ability to protect residents from sexual abuse.

4. Limits to Cross-Gender Viewing and Searches

- a) Male staff members are not permitted to be alone in secluded areas with a resident. Male staff are not permitted to make rounds alone. They must be accompanied by another staff member on duty. Male staff members are to knock and announce themselves before entering a resident's bedroom. Another staff person must accompany the male staff member if entering a bedroom and remain with

them until they have exited the bedroom. Male staff are not permitted to enter a resident restroom unless a female staff member has determined that no residents are present in the restroom at the time. A staff member must remain with the male staff member until they have exited the restroom.

- b) Cross-gender strip searches are strictly prohibited.
 - (1) No staff members are permitted to perform, view, or be present during strip searches or visual body cavity searches of a resident who is of different gender than that staff person.
 - (2) Strip searches must be performed by two staff members in a private setting, with the approval of the appropriate program director (program director or Security Monitor Supervisor in the case of a State Halfway House resident) and/or in accordance with the procedures and contract of the appropriate program.
 - (3) In the case of an identified intersex or transgender resident, the resident may designate, in writing, the sex of the staff member they prefer to perform the strip search. No staff member of the sex not designated may be present during the strip search or visual body cavity search of said resident. The written documentation will be maintained in the resident's case management file and in the PREA Manual located in the Security Monitor Station for staff to reference prior to initiating a search.

- c) Cross-gender pat-down searches are strictly prohibited
 - (1) No staff members are permitted to perform pat-down searches or visual body cavity searches of a resident who is of different gender than that staff person.
 - (2) Pat-down searches must be performed by a female staff member in accordance with the procedures of the corresponding program.
 - (3) In the case of an identified intersex or transgender resident, the resident may designate, in writing, the sex of the staff member they prefer to perform the pat-down search. The written documentation will be maintained in the resident's case management file and in the PREA Manual located in the Security Monitor Station for staff to reference prior to initiating a search.

- d) No staff member may search or physically examine a transgender or intersex resident for the sole purpose of determining the resident's genital status. If the resident's genital status is unknown, it may be determined during conversations with the resident or by reviewing medical records.

- e) The facility will train all security monitors on how to conduct pat-down and strip searches, including searches of transgender and intersex residents, in a professional and respectful manner, and in the least intrusive manner possible, consistent with security needs.

- f) Documentation of all pat-down and strip searches will be
 - (1) In accordance with the corresponding program's procedures; and
 - (2) Maintained in the PREA Manual located in the Security Monitor Station using the Pat-Down/Strip Search Log (Attachment E)

5. Residents with Disabilities and Residents who are Limited English Proficient

- a) The facility will take appropriate steps to ensure that residents with disabilities (including, for example, residents who are deaf or hard of hearing, those who are blind or have low vision, or those who have intellectual, psychiatric, or speech disabilities) have an equal opportunity to participate in or benefit from all aspects of the facility's efforts to prevent, detect, and respond to sexual abuse and sexual harassment. Such steps include

- (1) For residents who are deaf or hard of hearing, providing access to an interpreter who is fluent in American Sign Language (ASL), who can interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary;
 - (2) The Missouri Department of Corrections Division of Probation and Parole will determine whether a resident under the State Halfway House program requires interpretive/ translation services due to a physical impairment or language barrier. The state agency will obtain and bear the financial responsibility for such services per program contract.
- b) The facility will take reasonable steps to ensure meaningful access to all aspects of the facility's efforts to prevent, detect, and respond to sexual abuse and sexual harassment to residents who are limited English proficient, including steps to provide interpreters who can interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary.
- (1) The Missouri Department of Corrections Division of Probation and Parole will determine whether a resident under the State Halfway House program requires interpretive/ translation services due to a physical impairment or language barrier. The state agency will obtain and bear the financial responsibility for such services per program contract.

B. Responsive Planning

1. Evidence Protocol and Forensic Medical Examinations

- a) The facility will maintain a Memorandum of Understanding (MOU) with an outside facility for access to a Sexual Assault Nurse Examiner (SANE). In the event the facility is unable to obtain an MOU, the facility will retain documentation of attempt to obtain such. The MOU will be stored in the facility's PREA Compliance File and will provide for
 - (1) Evidence collection and/or forensic medical examinations to all residents who are victims of sexual abuse inside the facility or by facility staff, where evidentiary or medically appropriate and without financial cost to the victim; and
 - (2) The outside facility's SANE to follow a uniform evidence protocol that maximizes the potential for obtaining usable physical evidence for administrative proceedings and criminal prosecutions, based on the most recent edition of the U.S. Department of Justice's Office on Violence Against Women publication, "A National Protocol for Sexual Assault Medical Forensic Examinations, Adults/Adolescents," or similarly comprehensive and authoritative protocols developed after 2011.
- b) The facility will maintain a MOU with a rape crisis center, which will make a victim advocate available to provide services to the victim. In the event the facility is unable to obtain an MOU, the facility will retain documentation of attempt to obtain such. As requested by the victim, the victim advocate will accompany and support the victim through the forensic medical examination process and investigatory interviews and will provide emotional support, crisis intervention, information, and referrals. The MOU will be stored in the facility's PREA Compliance File.

2. Policies to Ensure Referrals of Allegations for Investigations

- a) The corresponding program Director will ensure that an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment.
- b) All allegations of sexual abuse or misconduct that involve potentially criminal behavior will be referred to the St. Louis City Police immediately upon learning of said allegations, pursuant to section F.5 below. Documentation of such referrals will be retained in the PREA Incident File.

C. Training and Education

1. Employee Training

- a) The facility will provide training tailored to the female gender of facility residents to all staff who may have contact with residents on:
 - (1) Its zero-tolerance policy for sexual abuse and sexual harassment;
 - (2) How to fulfill their responsibilities under facility sexual abuse and sexual harassment prevention, detection, reporting, and response policies and procedures;
 - (3) Residents' right to be free from sexual abuse and sexual harassment;
 - (4) The right of residents and employees to be free from retaliation for reporting sexual abuse and sexual harassment;
 - (5) The dynamics of sexual abuse and sexual harassment in confinement;
 - (6) The common reactions of sexual abuse and sexual harassment victims;
 - (7) How to detect and respond to signs of threatened and actual sexual abuse;
 - (8) How to avoid inappropriate relationships with residents;
 - (9) How to communicate effectively and professionally with residents, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming residents; and
 - (10) How to comply with relevant laws related to mandatory reporting of sexual abuse to outside authorities.
- b) All new facility employees will be trained on the zero-tolerance PREA policy and PREA procedures before being allowed to enter the facility. The facility will provide each employee with refresher training a minimum of every two years to ensure that all employees know the facility's current sexual abuse and sexual harassment policies and procedures. In years in which an employee does not receive refresher training, the facility will provide refresher information on current sexual abuse and sexual harassment policies.
- c) The facility will document, through staff member signature or electronic verification, that staff members understand the training they have received (Attachment F). Such documentation will be stored in the PREA Compliance File.

2. Volunteer and Contractor Training

- a) Prior to resident contact, all staff, volunteers, contractors, or any other individual who has direct resident contact will receive information regarding sexual abuse/harassment/staff sexual misconduct, the facility's zero tolerance policy regarding sexual abuse and sexual harassment, information on how to report such incidents, and the potential consequences for engaging in prohibited conduct with an offender.
- b) Documentation confirming understanding of the material will be maintained in the facility's PREA Compliance File.

3. Resident Education

- a) During the intake and/or orientation process, residents will receive the Resident Guide to Sexual Misconduct/ Abuse (Attachment G), which provides information explaining the agency's zero-tolerance policy regarding sexual abuse and sexual harassment, how to report incidents or suspicions of sexual abuse or sexual harassment, their rights to be free from sexual abuse and sexual harassment and to be free from retaliation for reporting such incidents, and regarding facility policies and procedures for responding to such incidents.

- b) Such information will be reviewed with the resident upon orientation, which will occur no later than the end of the next business day following the resident's arrival to the facility.
- c) The facility will take steps to ensure the provision of resident education in formats accessible to all residents, including residents who are limited English proficient, deaf, visually impaired, or otherwise disabled as well as residents who have limited reading skills, as described in section (A.5) above.
- d) The facility will maintain a signed Resident Guide to Sexual Misconduct/ Abuse Acknowledgement (Attachment H) for each resident to document resident participation in these education sessions in the resident's case management file.
- e) In addition to providing such education, the agency will ensure that key information is continuously and readily available or visible to residents through posters and the Resident PREA Guide.

D. Screening for Risk of Sexual Victimization and Abusiveness

1. Screening for Risk of Victimization and Abusiveness

- a) All residents in the State Halfway House Program will be screened by their Missouri Department of Corrections Probation and Parole Officer, per that agency's policy and procedure. The Probation and Parole Officer will notify the State Halfway House Director of the results of all screenings once complete.
- b) In order to ensure that sensitive information is not exploited to the resident's detriment by staff or other residents, only the following individuals may access or view the completed screening instruments and screening outcomes, may only do so in the course of carrying out their official duties, and may not share the answers to the questions therein with any party not listed:
 - (1) Case Manager(s);
 - (2) Program Director(s);
 - (3) Agency Administration;
 - (4) Missouri Department of Corrections staff, in the case of State Halfway House residents; and
 - (5) PREA auditors.

2. Use of Screening Information

- a) On the day the screening or reassessment is performed, the Residential Reentry Center Case Manager will notify that program's Director of the screening outcome, specifying whether the resident is at risk of being sexually abusive, at risk of being sexually victimized, or neither.
- b) The State Halfway House Director will receive the screening results from the Missouri Department of Corrections Probation and Parole Officer(s) assigned to the facility.
- c) Within one business day of notification, the Director of each program will use intake screening and reassessment results to inform room assignments, ensuring those residents at high risk of being sexually victimized are not assigned to a bedroom housing those at high risk of being sexually abusive.
- d) Assignment to the MERS/Goodwill residential facility of transgender or intersex residents is at the sole discretion of the corresponding contractor (State of Missouri Department of Corrections).
- e) A transgender or intersex resident's own views with respect to her own safety will be given serious consideration with regards to room placement.

- f) The Directors and/or facility will not place lesbian, gay, bisexual, transgender, or intersex residents in dedicated rooms solely on the basis of such identification or status, unless such placement is in a dedicated room established in connection with a consent decree, legal settlement, or legal judgment for the purpose of protecting such residents.
- g) Within one business day of notification, the Director of the program will notify case management staff of resident risk level, which they will use to inform resident program assignment. In cases where the contracting correctional agency determines program assignment, case management staff will ensure that agency considers resident risk level prior to the assignment and maintains documentation of said consideration in the resident's case management file.
- h) No work assignments are given at the facility.

E. Reporting

1. Resident Reporting

- a) Residents are provided multiple internal ways privately to report sexual abuse and sexual harassment, retaliation by other residents or staff for reporting sexual abuse and sexual harassment, and staff neglect or violation of responsibilities that may have contributed to such incidents. Residents may make these reports by:
 - (1) State Halfway House staff member;
 - (2) Notifying the corresponding program Director in person, in writing, or by telephone;
 - (3) Notifying the Executive Vice President of programs in person, in writing, or by telephone; or
 - (4) Filing a grievance or administrative remedy in the locked grievance box by the 7th floor elevators.
- b) Residents may report abuse or harassment to the following entities, which are not part of the agency and which are able to receive and immediately forward resident reports of sexual abuse and sexual harassment to the program contractors and/or agency, allowing the resident to remain anonymous upon request. The appropriate entity's contact information is located in each resident's PREA Guide and is posted in the common areas of the facility. External reports may be made by:
 - (1) Notifying their probation or parole officer;
 - (2) Residential Reentry Center residents may write to
 - Office of the Inspector General
 - U.S. Department of Justice
 - Investigations Division
 - 950 Pennsylvania Avenue, N.W.
 - Room 4706
 - Washington, DC 20530
 - (3) State Halfway House residents may
 - i. Contact the Missouri Department of Corrections PREA hotline at 573.526.7000
 - ii. E-mail DOC.PREA@doc.mo.gov
 - iii. Write to: PREA Unit, Missouri Department of Corrections, 2728 Plaza Drive, Jefferson City, MO 65109; or
 - (4) Contacting police directly.
- c) Staff must accept reports made verbally, in writing, anonymously, and from third parties and shall promptly document any verbal reports.

- d) Staff must *immediately* report any knowledge, suspicion, or hearsay involving the sexual abuse and/or sexual harassment of a resident.
 - (1) Staff may notify the appropriate program Director verbally or in writing;
 - (2) Staff may make a private report by placing a note in the program Director's mailbox, placing a note in the locked grievance box, or by calling the confidential, third-party hotline provided by MERS/Goodwill, the number for which is provided in the MERS/MO Goodwill Industries Employee Handbook.
- e) Staff may not prevent, hinder, or dissuade any resident or staff person from reporting sexual abuse and/or sexual harassment. Staff may not tamper with any written report of sexual abuse and/or harassment.

2. Administrative Remedies

- a) No time limit may be imposed on when a resident may submit a grievance regarding an allegation of sexual abuse.
- b) A resident is not required to use any informal grievance process, or otherwise to attempt to resolve with staff, an alleged incident of sexual abuse.
- c) Residents may submit a grievance without submitting it to a staff member who is the subject of the complaint and a grievance involving sexual abuse will not be referred to a staff member who is the subject of the complaint. Should the subject of the grievance be the program Director, the grievance must immediately be referred to the Director's supervisor by the individual receiving the complaint.
- d) A program Director, administrator, or the Security Monitor Supervisor must check the locked grievance box each business day.
- e) The facility, working in concert with the corresponding contracting correctional agency, will issue a final decision on the merits of any portion of a grievance alleging sexual abuse within 90 days of the initial filing of the grievance. Computation of the 90-day time period does not include time consumed by residents in preparing any administrative appeal. An extension of up to 70 days may be claimed if the normal time period for response is insufficient to make an appropriate decision. The facility and/or contracting correctional agency will notify the resident in writing of any such extension and provide a date by which a decision will be made; however, at any level of the administrative process, including the final level, if the resident does not receive a response within the time allotted for reply, including any properly noticed extension, the resident may consider the absence or a response to be a denial at that level.
- f) Third parties, including fellow residents, staff members, family members, attorneys, and outside advocates, shall be permitted to assist residents in filing requests for administrative remedies relating to allegations of sexual abuse, and shall also be permitted to file such requests on behalf of residents. If a third party files such a request on behalf of a resident, the facility may require as a condition of processing the request that the alleged victim agree to have the request filed on his or her behalf, and may also require the alleged victim to personally pursue any subsequent steps in the administrative remedy process. If the resident declines to have the request processed on his or her behalf, the agency shall document the residents' decision.
- g) Any submitted grievance alleging that a resident is subject to a substantial risk of imminent sexual abuse shall immediately be forwarded to the corresponding program Director, who will immediately

notify the corresponding contracting correctional agency representative. The Director and/or correctional agency representative will provide an initial response within 48 hours, and will issue a final decision within five (5) calendar days. The final decision regarding any grievance rests with the corresponding contracting correctional agency. The initial response and final decision will document the facility's, and/or correctional agencies', determination whether the resident is in substantial risk of imminent sexual abuse and the action taken in response to the emergency grievance.

- h) The facility may discipline a resident for filing a grievance related to alleged sexual abuse only where the facility demonstrates that the resident filed the grievance in bad faith.

3. Resident Access to Outside Confidential Support Services

- a) The facility provides residents with access to outside victim advocates for emotional support services related to sexual abuse, namely the YWCA of St. Louis, by giving residents mailing addresses and telephone numbers, including toll-free hotline numbers of victim advocacy or rape crisis organizations. Contact information is posted in the Resident PREA Manual, in common areas of the facility, and/or in the resident handbook/rulebook.
 - (1) Staff must allow residents to call victim advocacy or rape crisis organizations from the monitor station phone or facility pay phones at any time of day or night;
 - (2) Staff are to allow a representative(s) from a victim advocacy or rape crisis organization to meet with residents on-site in as confidential a manner as possible, such as in the facility's conference room, another conference room within the building, or other empty and/or private area of the building; and
 - (3) Case Management staff are to permit clients to sign-out of the facility to meet with a representative from a victim advocacy or rape crisis organization if said appointment can be verified with the organization.
- b) The facility will maintain, or attempt to enter into, a memorandum of understanding or other agreement with a community service provider that is able to provide residents with confidential emotional support services related to sexual abuse. The facility will maintain copies of agreements or documentation showing attempts to enter into such agreements.

4. Third-Party Reporting

- a) State of Missouri Department of Corrections provide methods for receiving third-party reports of sexual abuse and sexual harassment on their websites.
 - (1) State of Missouri Department of Corrections provides several means by which third parties may make a report at <http://doc.mo.gov/OD/PREA.php>, including
 - i. By telephone: 573-526-9003
 - ii. In writing: PREA Unit, Missouri Department of Corrections, 2728 Plaza Drive, Jefferson City, MO 65109
 - iii. By e-mail: DOC.PREA@doc.mo.gov
- b) If facility staff receive a third party report by telephone they must
 - (1) Allow the party making the report to remain anonymous if the party so desires;
 - (2) Collect and document as much information as possible, including
 - i. Dates, times, and locations where each incident took place;
 - ii. Names of the residents, staff, or others who were involved; and
 - iii. Identifying information of the reporter, including return call phone number, unless the individual desires to remain anonymous.

- (3) Immediately forward the report to the corresponding program Director.

F. Official Response Following a Resident Report

1. Staff and Agency Reporting Duties

- a) Staff are required to immediately report
 - (1) Any knowledge, suspicion, or information regarding an incident of sexual abuse or sexual harassment that occurred in the facility or outside the facility if involving a staff member;
 - (2) Retaliation against residents or staff who reported such an incident; and
 - (3) Any staff neglect or violation of responsibilities that may have contributed to an incident or retaliation.

- b) Reports may be made in person or in writing to a facility Director, MERS/Goodwill Human Resources or administration, or the confidential hotline listed in the MERS/MO Goodwill Industries Employee Handbook.

- c) All reports and allegations, including third-party and anonymous reports will be referred to the appropriate program Director, who will
 - (1) Ensure first responder procedures are followed pursuant to section F.4 below;
 - (2) Follow the Coordinated Response Plan pursuant to section F.5 below;
 - (3) Complete the PREA Event Checklist pursuant to section J.2 below; and
 - (4) Initiate investigation procedures if law enforcement is not involved pursuant to section G below.

- d) In cases where the program Director is unsure whether local law enforcement should be contacted, the Director will work in concert with their contracting agency to determine whether such contact should be initiated.

- e) In the event an allegation is made against the program Director, all reports and allegations will be referred to that Director's direct supervisor who will follow the procedures outlined in section F.1.c) above.

- f) Apart from reporting to designated supervisors, hotline, contracting agency, or law enforcement, staff may not reveal any information related to a sexual abuse report to anyone other than to the extent necessary to make treatment, investigation, and other security and management decisions.

2. Protection Duties

- a) Upon learning that a resident is subject to a substantial risk of imminent sexual abuse, the appropriate program Director will take immediate action to protect the resident. This may include, but is not limited to
 - (1) Moving the resident to a different room;
 - (2) Moving the potential aggressor to a different room;
 - (3) Altering the potential victim and/or the potential aggressor's schedules; and
 - (4) Placing the potential victim on watch, meaning security staff will make visual contact with the resident a minimum of every 15 minutes in order substantially to limit the opportunity for sexual abuse.

- b) The program Director will notify the appropriate contracting agency regarding the alleged risk (i.e. Missouri Department of Corrections Division of Probation and Parole).

3. Reporting to Other Confinement Facilities

- a) Upon receiving an allegation that a resident was sexually abused while confined at another facility, the appropriate program Director will notify the following by telephone and e-mail follow-up as soon as possible, but no later than 72 hours after receiving the allegation:
 - (1) Their contracting agency (State of Missouri Department of Corrections) if the alleged abuse occurred in a facility operated by that agency; or
 - (2) The head of the agency where the alleged abuse occurred.
- b) One copy of the e-mail will be maintained in the client's case management file and one copy of the e-mail will be maintained in the PREA Incident File.
- c) In the event the facility receives notification from a contractor or other facility that a past resident was sexually abused while at the facility, the appropriate program director will investigate the allegation in accordance with the procedures herein.

4. Staff First Responder Duties

- a) Upon learning of an allegation that a penetration event (consisting of penetration of the mouth, anus, buttocks, or vulva, of any kind, however slight, by hand, finger, object, instrument or penis that allegedly occurred within the last 92 hours or less) has occurred within the past 92 hours, the first staff member to respond to the report must:
 - (1) Ensure safety of alleged victim, including separation from the alleged abuser and placing the alleged abuser under direct and continuous surveillance;
 - (2) Request alleged victim not to take any actions that could destroy physical evidence, and ensure the alleged abuser does not do so, including washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating until he/she is seen by the investigator;
 - (3) Preserve and protect any crime scene until appropriate steps can be taken to collect any evidence; and
 - (4) Make immediate notification to the corresponding program Director.
- b) Upon learning of an allegation that a penetration event has occurred over 92 hours prior to report or that a non-penetration event has occurred (including nonconsensual touching between residents, voyeurism, and sexual acts, or requests for sexual acts between a staff and residents and all forms of sexual harassment), the first staff member to respond must:
 - (1) Ensure safety of alleged victim, including separation from the alleged abuser; and
 - (2) Make immediate notification to the corresponding program Director.

5. Coordinated Response

- a) In response to an incident of sexual abuse, staff must follow the Coordinated Response Plan to Resident Sexual Abuse/Misconduct (Attachment J).

6. Preservation of Contractor Ability to Protect Residents from Contact with Abusers

- a) The agency will not enter into or renew any agreement that limits the agency's ability to remove alleged staff sexual abusers from contact with residents pending the outcome of an investigation or of a determination of whether and to what extent discipline is warranted.
- b) The facility will comply with any determination made by the State of Missouri Department of Corrections that any facility employee, working under the corresponding agency's contract, shall be

removed from contact with residents pending the outcome of an investigation or for any cause related to sexual abuse or sexual harassment of facility residents.

7. Agency Protection against Retaliation

- a) All residents and staff who report, cooperate with investigations of, or are reported to have suffered from sexual abuse or sexual harassment shall be protected from retaliation by other residents or staff.
- b) The facility shall employ multiple protection measures, such as room changes for resident victims or abusers, removal of alleged staff or resident abusers from contact with victims, and emotional support services for residents who fear retaliation for reporting sexual abuse or sexual harassment or for cooperating with investigations.
- c) For at least 90 days following a report of sexual abuse, and beyond if the need indicates, the conduct and treatment of residents or staff who reported a sexual abuse, and of residents who were reported to have suffered sexual abuse, shall be monitored to see if there are any changes that may suggest possible retaliation by residents or staff. Monitoring will be conducted by
 - (1) The State of Missouri Department of Corrections in cases involving residents of the State Halfway House program.
- d) Items to be monitored shall include
 - (1) Resident disciplinary reports/ conduct violations, housing assignments, program changes, and need for emotional services; and
 - (2) Staff member performance reviews, reassignments/ schedule changes, and need for emotional services.
- e) The facility shall act promptly to remedy any retaliation.
- f) If any other individual who cooperates with an investigation expresses a fear of retaliation, the facility will take appropriate measures to protect that individual against retaliation.
- g) The facility's obligation to monitor will terminate if the allegation is determined unfounded.

G. Investigations

1. Criminal and Administrative Agency Investigations

- a) In cases of reported sexual abuse of a criminal nature, the facility will contact St. Louis City Police Department who will conduct the investigation. The facility will
 - (1) Cooperate with local law enforcement in their investigation; and
 - (2) Endeavor to remain informed about the progress of the investigation.
- b) In cases of reported sexual abuse or sexual harassment not of a criminal nature, the corresponding program Director will conduct an investigation, which will
 - (1) Be conducted promptly, generally within one business day of receipt of the allegations;
 - (2) Be conducted thoroughly and objectively for all allegations, including third-party and anonymous reports;
 - (3) Include collection and documentation of any and all relevant information, including but not limited to
 - i. Dates, times, and locations where each incident took place;

- ii. *Names of the residents, staff, or others who were involved; and*
 - iii. *Names of residents, staff, or others who may have been witness to the incident.*
 - (4) *Include review of all available resources, including but not limited to video monitoring footage, the facility software system, staff schedules and time sheets, and resident/ staff files and paperwork.*
 - (5) *Include an effort to determine whether staff actions or failures to act contributed to the abuse; and*
 - (6) *Not conclude or terminate based on the departure of the alleged abuser or victim from the employment or control of the facility.*
- c) *The credibility of an alleged victim, suspect, or witness will be assessed on an individual basis and may not be determined by the person's status as resident or staff. No resident who alleges sexual abuse may be required to submit to a polygraph examination or other truth-telling device as a condition for proceeding with the investigation of such an allegation.*
- d) *Investigations conducted by the facility must be documented in written reports that*
- (1) *Include a description of the physical and testimonial evidence, the reasoning behind credibility assessments, and investigative facts and findings; and*
 - (2) *Are retained by the facility for as long as the alleged abuser is a resident of or employed by the facility, plus five years.*

2. Evidentiary Standard for Administrative Investigations

- a) *The facility will impose no standard higher than a preponderance of the evidence in determining whether allegations of sexual abuse or sexual harassment are substantiated.*

3. Reporting to Residents

- a) *Following an investigation into a resident's allegation of sexual abuse suffered in the facility, the corresponding Director shall inform the resident as to whether the allegation has been determined to be substantiated, unsubstantiated, or unfounded within five (5) business days of the conclusion of the investigation.*
- b) *If the investigation was conducted by law enforcement officials, rather than the corresponding Director, it shall request the relevant information from the investigative agency in order to inform the resident.*
- c) *Following a resident's allegation that a staff member has committed sexual abuse against the resident, the agency shall subsequently inform the resident (unless the agency has determined that the allegation is unfounded) whenever:*
 - (1) *The staff member is no longer employed at the facility;*
 - (2) *The agency learns that the staff member has been indicted on a charge related to sexual abuse within the facility; or*
 - (3) *The agency learns that the staff member has been convicted on a charge related to sexual abuse within the facility.*
- d) *Following a resident's allegation that she has been sexually abused by another resident, the facility shall subsequently inform the alleged victim whenever:*
 - (1) *The facility learns that the alleged abuser has been indicted on a charge related to sexual abuse within the facility; or*

- (2) The facility learns that the alleged abuser has been convicted on a charge related to sexual abuse within the facility.
- e) All such notifications or attempted notifications shall be documented.
- f) A facility's obligation to report under this standard shall terminate if the resident is released from the facility's custody.

H. Discipline

1. Disciplinary Sanctions for Staff

- a) Staff are subject to disciplinary sanctions up to and including termination for violating agency sexual abuse or sexual harassment policies.
- b) Termination is the presumptive disciplinary sanction for staff who have engaged in sexual abuse.
- c) Disciplinary sanctions for violations of facility or agency policies relating to sexual abuse or sexual harassment (other than actually engaging in sexual abuse) shall be commensurate with the nature and circumstances of the acts committed, the staff member's disciplinary history, and the sanctions imposed for comparable offenses by other staff with similar histories.
- d) All terminations for violations of facility or agency sexual abuse or sexual harassment policies, or resignations by staff who would have been terminated if not for their resignation, shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to any relevant licensing bodies.

2. Corrective Action for Contractors and Volunteers

- a) Any contractor or volunteer who engages in sexual abuse will be prohibited from contact with residents and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.
- b) The facility will take appropriate remedial measures, and shall consider whether to prohibit further contact with residents, in the case of any other violation of agency sexual abuse or sexual harassment policies by a contractor or volunteer.

3. Disciplinary Sanctions for Residents

- a) Residents shall be subject to disciplinary sanctions pursuant to a formal disciplinary process following an administrative finding that the resident engaged in resident-on-resident sexual abuse or following a criminal finding of guilt for resident-on-resident sexual abuse.
 - (1) Disciplinary sanctions shall be applied in accordance with the corresponding program's contract, Statement of Work, Standard Operating Procedures, and/or Resident Rulebook/Handbook; and
 - (2) The corresponding program will defer to that program's contracting agency (Missouri Department of Corrections) if that agency's representatives choose to apply disciplinary sanctions that are greater than those applied by the facility, including recommendations for revocation or issuing of warrants.

- b) Sanctions shall be commensurate with the nature and circumstances of the abuse committed, the resident's disciplinary history, and the sanctions imposed for comparable offenses by other residents with similar histories.
- c) The disciplinary process shall consider whether a resident's mental disabilities or mental illness contributed to her behavior when determining what type of sanction, if any, should be imposed.
- d) The facility, in concert with the corresponding contracting agency (State of Missouri Department of Corrections) when applicable, shall consider whether to refer the offending resident to participate in interventions designed to address and correct underlying reasons or motivations for the abuse, and consider whether participation in such interventions should serve as a condition of access to programming or other benefits.
- e) The facility may discipline a resident for sexual contact with staff only upon a finding that the staff member did not consent to such contact.
- f) For the purpose of disciplinary action, a report of sexual abuse made in good faith based upon a reasonable belief that the alleged conduct occurred shall not constitute falsely reporting an incident or lying, even if an investigation does not establish evidence sufficient to substantiate the allegation.
- g) The facility may, in its discretion and according to program contracts, Statement of Work, Standard Operating Procedures, and Resident Rulebook/Handbook,
 - (1) Prohibit all sexual activity between residents and may discipline residents for such activity; but
 - (2) May not deem such activity to constitute sexual abuse if it determines that the activity is not coerced.

I. Medical and Mental Care

1. Access to Emergency Medical and Mental Health Services

- a) Resident victims of sexual abuse shall receive timely, unimpeded access to emergency medical treatment and crisis intervention services, the nature and scope of which are determined by medical and mental health practitioners according to their professional judgment.
- b) Until a resident is transported to the designated medical treatment site and/or until the designated crisis intervention service responds, from the time a report of recent abuse is made security staff first responders
 - (1) Shall take preliminary steps to protect the victim pursuant to section F.2,4, and 5 above;
 - (2) Shall immediately notify the appropriate medical and mental health practitioners unless said practitioners are notified by law enforcement while on the scene; and
 - (3) Document which party contacted the appropriate and designated medical and mental health practitioners and at what time contact was made.
- c) Resident victims of sexual abuse while incarcerated shall be offered timely information about and timely access to emergency contraception and sexually transmitted infections prophylaxis, in accordance with professionally accepted standards of care, where medically appropriate, and by the designated medical care provider.

- d) Treatment services shall be provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.

2. Ongoing Medical and Mental Health Care for Sexual Abuse Victims and Abusers

- a) The facility shall refer all residents who have been victimized by sexual abuse in any prison, jail, lockup, or juvenile facility for medical and mental health evaluation and, as appropriate, treatment, which
 - (1) Shall include, as appropriate, follow-up services, treatment plans, and, when necessary, referrals for continued care following their transfer to, or placement in, other facilities, or their release from custody; and
 - (2) That are consistent with the community level of care.
- b) Resident victims of sexually abusive vaginal penetration while in the facility, or while signed out of the facility if the perpetrator is a staff person, shall be offered pregnancy tests.
- c) If pregnancy results from conduct specified in paragraph b) of this section, such victims shall receive timely and comprehensive information about and timely access to all lawful pregnancy-related medical services.
- d) Resident victims of sexual abuse while in the facility, or while signed out of the facility if the perpetrator is a staff person, shall be offered tests for sexually transmitted infections as medically appropriate via the designated medical care provider.
- e) Treatment services shall be provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.
- f) The facility shall attempt to refer all known resident-on-resident abusers for a mental health evaluation within 60 days of learning of such abuse history and refer said residents to treatment when deemed appropriate by mental health practitioners.

J. Data Collection and Review

1. Sexual Abuse Incident Reviews

- a) The facility shall conduct a sexual abuse incident review at the conclusion of every sexual abuse investigation, including where the allegation has not been substantiated, unless the allegation has been determined to be unfounded.
- b) Such review shall ordinarily occur within 30 days of the conclusion of the investigation.
- c) The review team shall include:
 - (1) The corresponding program Director, who is in charge of the investigation unless said investigation is conducted at the criminal level by law enforcement;
 - (2) The Director's direct supervisor;
 - (3) With input from the Security Monitor Supervisor; and
 - (4) Medical or mental health practitioners if applicable and feasible.
- d) The review team shall:

- (1) Consider whether the allegation or investigation indicates a need to change policy or practice to better prevent, detect, or respond to sexual abuse;
 - (2) Consider whether the incident or allegation was motivated by race; ethnicity; gender identity; lesbian, gay, bisexual, transgender, or intersex identification status, or perceived status; or gang affiliation; or was motivated or otherwise caused by other group dynamics at the facility;
 - (3) Examine the area in the facility where the incident allegedly occurred to assess whether physical barriers in the area may enable abuse;
 - (4) Assess the adequacy of staffing levels in that area during different shifts;
 - (5) Assess whether monitoring technology should be deployed or augmented to supplement supervision by staff; and
 - (6) Prepare a report of its findings, using the PREA Incident Review Form (Attachment L), including but not necessarily limited to determinations made pursuant to paragraphs (d)(1)-(d)(5) of this section, and any recommendations for improvement, and submit such report to the facility head and/or PREA coordinator.
- e) The facility shall implement the recommendations for improvement, or shall document its reasons for not doing so.

2. Data Collection

- a) The agency shall collect accurate, uniform data for every allegation of sexual abuse at facilities under its direct control using a standardized instrument and set of definitions.
 - (1) The State Halfway House program Director shall complete the Missouri Department of Corrections PREA Allegation Notification Penetration/Non-Penetration Event Checklist (Attachment N) provided by the State of Missouri Department of Corrections to document data collected pursuant to the Coordinated Response Plan (see section F.5 above).
- b) The agency shall aggregate the incident-based sexual abuse data at least annually.
- c) The incident-based data collected shall include, at a minimum, the data necessary to answer all questions from the most recent version of the Survey of Sexual Violence conducted by the Department of Justice.
- d) The facility shall maintain, review, and collect data as needed from all available incident-based documents including reports, investigations, and sexual abuse incident reviews, all of which is maintained in the PREA Incident File.
- e) Upon request, the facility shall provide all such data from the previous calendar year to the Department of Justice no later than June 30.

3. Data Review for Corrective Action

- a) The facility shall review data collected and aggregated pursuant to section J.2 above in order to assess and improve the effectiveness of its sexual abuse prevention, detection, and response policies, practices, and training, including:
 - (1) Identifying problem areas;
 - (2) Taking corrective action on an ongoing basis; and
 - (3) Preparing an annual report of its findings and corrective actions for each program, as well as the facility as a whole.

- b) Such report shall include a comparison of the current year's data and corrective actions with those from prior years and shall provide an assessment of the facility's progress in addressing sexual abuse.
- c) The facility's report shall be approved by the facility head and made readily available to the public through its website.
- d) The facility may redact specific material from the reports when publication would present a clear and specific threat to the safety and security of the facility, but must indicate the nature of the material redacted.

4. Data Storage, Publication, and Destruction

- a) The facility shall ensure that data collected pursuant to J.2 above are securely retained in the Director(s) private file on the agency intranet and in the PREA Incident File.
- b) Each program's Director shall provide all aggregated sexual abuse data from the facility to that Director's contracting agency to make readily available to the public at least annually through its website or, if it does not have one, through other means.
- c) Before making aggregated sexual abuse data publicly available, the facility shall remove all personal identifiers.
- d) The agency shall maintain sexual abuse data collected pursuant to J.2 above for at least 10 years after the date of the initial collection unless Federal, State, or local law requires otherwise.

K. Audits

1. Audits of Standards

- a) The facility will conduct audits to determine compliance with PREA standards for community confinement facilities, pursuant to section L below.
- b) MERS/Goodwill will post the auditor's final report to its website and each program's Director will forward the auditor's final report to their contracting agency.

L. Auditing and Corrective Action

1. Frequency and Scope of Audits

- a) The facility will comply with the requirements of each program's contracting agency with regard to the date by which the facility must complete an initial audit, and in compliance with requirements set by the Department of Justice. Following the initial audit, the facility will complete an audit every three (3) years.
- b) The facility will bear the burden of demonstrating compliance with PREA standards by making available for auditor review:
 - (1) All relevant facility policies, procedures, reports, internal and external audits, and accreditations;
 - (2) Relevant documents and other records and information for the most recent one-year period;
 - (3) All areas of the facility;
 - (4) Copies of any relevant documents (including electronically stored information);
 - (5) A representative sample of residents, staff, supervisors, and administrators for interview; and

- (6) Any available videotapes and other electronically available data that may be relevant to the provisions being audited.
- c) The facility will allow auditors to retain and preserve all documentation (including, e.g., video tapes and interview notes) relied upon in making audit determinations. Such documentation shall be provided to the Department of Justice upon request.
- d) The facility will permit auditors to conduct private interviews with residents.
- e) The facility will permit residents to send confidential information or correspondence to auditors in the same manner as if they were communicating with legal counsel.
- f) The facility will assist auditors in their attempt to communicate with community-based or victim advocates who may have insight into relevant conditions in the facility.

2. Auditor Qualifications

- a) The audit will be conducted by an individual certified by the Department of Justice to conduct a PREA compliance audit of an adult community confinement facility who is
 - (1) A member of a correctional monitoring body that is not part of, or under the authority of, the State of Missouri (but may be part of, or authorized by, the relevant State or local government);
 - (2) A member of an auditing entity such as an inspector general's or ombudsperson's office that is external to the State of Missouri; or
 - (3) Other outside individuals with relevant experience.
- b) The audit may not be conducted by an auditor who has received financial compensation from the State of Missouri, or MERS/Missouri Goodwill Industries (except for compensation received for conducting prior PREA audits) within the three years prior to the facility's retention of the auditor.
- c) MERS/Missouri Goodwill Industries shall not employ, contract with, or otherwise financially compensate the auditor for three years subsequent to the facility's retention of the auditor, with the exception of contracting for subsequent PREA audits.

3. Audit Findings and Corrective Action Plan

- a) A finding of "Does Not Meet Standard" with one or more standards shall trigger a 180-day corrective action period.
- b) The auditor and the facility shall jointly develop a corrective action plan to achieve compliance.
- c) The facility will allow the auditor to take necessary and appropriate steps to verify implementation of the corrective action plan, such as reviewing updated policies and procedures or re-inspecting portions of a facility.
- d) After the 180-day corrective action period ends, the auditor shall issue a final determination as to whether the facility has achieved compliance with those standards requiring corrective action.
- e) If the facility does not achieve compliance with each standard, it will request (at its discretion and cost) a subsequent audit once it believes that it has achieved compliance.

4. Audit Appeals

- a) MERS/Goodwill may lodge an appeal with the Department of Justice regarding any specific audit finding that it believes to be incorrect. Such appeal must be lodged within 90 days of the auditor's final determination.

- b) If the Department determines that the agency has stated good cause for a re-evaluation, the facility may commission a re-audit by an auditor mutually agreed upon by the Department and the agency. The facility shall bear the costs of this re-audit.

- c) The findings of the re-audit shall be considered final.

Original Effective Date: 3/3/15
Revision Date: 12/26/18

Attachments



MERS/Goodwill State Halfway House

PREA Zero-Tolerance Acknowledgement

MERS/Goodwill has a **ZERO-TOLERANCE** policy regarding sexual abuse and sexual harassment within its residential programs/ facility. The intent of the Prison Rape Elimination Act (PREA) is to ensure a safe, humane, and secure environment, free from the threat of sexual abuse and sexual harassment for all clients and employees, volunteers, and contractors.

You have an obligation to maintain clear boundaries with clients and to maintain an ethical relationship with objectivity and professionalism. You must not allow the development of personal, unduly familiar, emotional, or sexual relationship to occur with clients. Any sexual contact between a client and an employee, volunteer, or contractor is sexual abuse. All forms of sexual contact and sexual harassment between clients and between clients and employees/volunteers/contractors are prohibited by MERS/Goodwill policy and may be against Missouri law. Therefore, if you are aware of any such incidents, you have a duty to report them. Staff/volunteers/contractors may report incidents by notifying:

- any MERS/Goodwill residential facility staff member in person or at 314-231-6100;
- the Security Monitor Supervisor in writing or by phone at 314- 231-6100
- a residential program director in writing or by phone at 314-982-8930;
- the Executive Vice President in writing or by phone at 314-982-8806;
- the Missouri Department of Corrections (for incidents relating to state program residents) by phone at 573-526-7000, in writing at PREA Unit, Missouri Department of Corrections, 2728 Plaza Drive, Jefferson City, MO 65109, or by e-mail at DOC.PREA@doc.mo.gov; or
- the police directly for incidents of a criminal nature.

I acknowledge that I understand the MERS/Goodwill residential program(s)/facility's zero-tolerance position on sexual abuse and sexual harassment, and I acknowledge that I will report any findings of sexual abuse or sexual harassment immediately.

Print name: _____

Signature: _____ Date: _____

Witness Name and Title (print): _____

Witness Signature: _____ Date: _____

A copy must be kept in the employee's file and in the facility PREA file.



**MERS/Goodwill State Halfway House
PREA New Hire/Promotion Compliance Form**

_____ (print applicant's name), as an applicant for employment or volunteer with MERS/Goodwill, which may include responsibilities as a direct contact staff with the MERS/Goodwill Residential Reentry Center and/or State Halfway House, I certify that I meet the requirements for employment, in that:

A. In accordance with the Prison Rape Elimination Act (PREA) (115.317), we are unable to employ or utilize as a volunteer individuals who have (1) engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other Institution (as defined in 42 U.S. C. 1997); (2) been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or (3) been civilly or administratively adjudicated to have engaged in the activity described in (1-3) of this section.

1. Have you engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997)?

- a) Yes
- b) No

2. Have you been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse?

- a) Yes
- b) No

3. Have you been civilly or administratively adjudicated to have engaged in the activity described in questions one and two above?

- a) Yes
- b) No

B. MERS/Goodwill will consider any incidents of sexual harassment in a prison, jail, lockup, community confinement facility, juvenile facility, or other Institution (as defined in 42 U.S. C. 1997) in determining whether to hire or promote anyone who may have contact with Residential Re-Entry Center and State Halfway House residents.

1. Have you engaged in sexual harassment in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997)?

- a) Yes
- b) No

I have read the above carefully and certify that the information is true and correct. I understand that it is my responsibility to obtain clarification on anything contained in this form that I do not understand prior to signing. I am aware that any omissions, falsifications, misstatements or misrepresentations may disqualify me from consideration as an employee or volunteer and, if I am hired or being utilized as a volunteer, may be grounds for termination at a later date.

Applicant Signature and Date

Witness Signature and Date

A copy must be kept in the employee's file, if hired.



MERS/Goodwill State Halfway House

Employee Annual PREA Compliance Form

_____ (print employee's name), as an employee or volunteer with MERS/Goodwill, which may include responsibilities as a direct contact staff with the MERS/Goodwill Residential Reentry Center and/or State Halfway House, I certify that I meet the requirements for employment, in that:

A. In accordance with the Prison Rape Elimination Act (PREA) (115.317), we are unable to employ or utilize as a volunteer individuals who have (1) engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other Institution (as defined in 42 U.S. C. 1997); (2) been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or (3) been civilly or administratively adjudicated to have engaged in the activity described in (1-3) of this section.

1. Have you engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997)?

- a) Yes
- b) No

2. Have you been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse?

- a) Yes
- b) No

3. Have you been civilly or administratively adjudicated to have engaged in the activity described in questions one and two above?

- a) Yes
- b) No

B. MERS/Goodwill will consider any incidents of sexual harassment in a prison, jail, lockup, community confinement facility, juvenile facility, or other Institution (as defined in 42 U.S. C. 1997) in determining whether to continue to employ or promote anyone who may have contact with Residential Re-Entry Center and State Halfway House residents.

1. Have you engaged in sexual harassment in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997)?

- a) Yes
- b) No

I have read the above carefully and certify that the information is true and correct. I understand that it is my responsibility to obtain clarification on anything contained in this form that I do not understand prior to signing. I am aware that any omissions, falsifications, misstatements or misrepresentations may be grounds for termination at a later date.

Employee's Signature and Date

Witness Signature and Date

All copies must be kept in the employee's file. Most recent copy must be kept in the facility PREA file.



**MERS/Goodwill State Halfway House
PREA Review of Supervision and Monitoring**

Must be completed whenever deemed necessary, but no less frequently than once each year.

| | | |
|--|--|--|
| Date of Review: | Date of Last Review: | Reason for Review: <input type="checkbox"/> Annual <input type="checkbox"/> Following Incident <input type="checkbox"/> Other _____ |
| Attendees/Input received from: | | |
| Program Director: _____ | | |
| CAO of Facility: _____ | | |
| Supervisory Staff: _____ | | |
| Other: _____ | | |
| Current Staffing Plan: | | |
| # of Security Staff per shift currently used for State Halfway House contract: _____ | | |
| # of Security Staff per shift currently used for State Halfway House contract: _____ | | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Upon assessment of the current staffing plan, are any adjustments needed to ensure resident safety and wellbeing? | |
| Comments: | | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Do prevailing staffing patterns differ from the current staffing plan set forth above? | |
| If yes, explain: | | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Upon assessment of the video monitoring systems deployed in the facility and building, are any adjustments needed to ensure resident safety and wellbeing? | |
| Comments: | | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Upon assessment of the resources available to commit to ensure adequate staffing levels, are any adjustments needed to ensure resident safety and wellbeing? | |
| Comments: | | |
| Recommendations: | | |

| Action Item | Person Responsible | Planned Completion Date | Date Complete |
|-------------|--------------------|-------------------------|---------------|
| | | | |
| | | | |
| | | | |
| | | | |

PREA Coordinator or Program Director Signature and Title

Date

ATTACHMENT E



**MERS/Goodwill State Halfway House
Pat-Down/Strip Search Log**

Staff must complete a log entry for every resident pat-down and/or strip search performed.

| Date | Time | Resident Searched | Program | Search Performed | Staff Member(s) Performing Search | Cross-Gender? |
|------|--|-------------------|--------------------------------|--|-----------------------------------|---|
| | <input type="checkbox"/> am <input type="checkbox"/> pm | | <input type="checkbox"/> State | <input type="checkbox"/> Pat-Down <input type="checkbox"/> Strip Search | | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| | <input type="checkbox"/> am <input type="checkbox"/> pm | | <input type="checkbox"/> State | <input type="checkbox"/> Pat-Down <input type="checkbox"/> Strip Search | | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| | <input type="checkbox"/> am <input type="checkbox"/> pm | | <input type="checkbox"/> State | <input type="checkbox"/> Pat-Down <input type="checkbox"/> Strip Search | | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| | <input type="checkbox"/> am <input type="checkbox"/> pm | | <input type="checkbox"/> State | <input type="checkbox"/> Pat-Down <input type="checkbox"/> Strip Search | | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| | <input type="checkbox"/> am <input type="checkbox"/> pm | | <input type="checkbox"/> State | <input type="checkbox"/> Pat-Down <input type="checkbox"/> Strip Search | | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| | <input type="checkbox"/> am <input type="checkbox"/> pm | | <input type="checkbox"/> State | <input type="checkbox"/> Pat-Down <input type="checkbox"/> Strip Search | | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| | <input type="checkbox"/> am <input type="checkbox"/> pm | | <input type="checkbox"/> State | <input type="checkbox"/> Pat-Down <input type="checkbox"/> Strip Search | | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| | <input type="checkbox"/> am <input type="checkbox"/> pm | | <input type="checkbox"/> State | <input type="checkbox"/> Pat-Down <input type="checkbox"/> Strip Search | | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| | <input type="checkbox"/> am <input type="checkbox"/> pm | | <input type="checkbox"/> State | <input type="checkbox"/> Pat-Down <input type="checkbox"/> Strip Search | | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| | <input type="checkbox"/> am <input type="checkbox"/> pm | | <input type="checkbox"/> State | <input type="checkbox"/> Pat-Down <input type="checkbox"/> Strip Search | | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| | <input type="checkbox"/> am <input type="checkbox"/> pm | | <input type="checkbox"/> State | <input type="checkbox"/> Pat-Down <input type="checkbox"/> Strip Search | | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| | <input type="checkbox"/> am <input type="checkbox"/> pm | | <input type="checkbox"/> State | <input type="checkbox"/> Pat-Down <input type="checkbox"/> Strip Search | | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| | <input type="checkbox"/> am <input type="checkbox"/> pm | | <input type="checkbox"/> State | <input type="checkbox"/> Pat-Down <input type="checkbox"/> Strip Search | | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| | <input type="checkbox"/> am <input type="checkbox"/> pm | | <input type="checkbox"/> State | <input type="checkbox"/> Pat-Down <input type="checkbox"/> Strip Search | | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| | <input type="checkbox"/> am <input type="checkbox"/> pm | | <input type="checkbox"/> State | <input type="checkbox"/> Pat-Down <input type="checkbox"/> Strip Search | | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| | <input type="checkbox"/> am <input type="checkbox"/> pm | | <input type="checkbox"/> State | <input type="checkbox"/> Pat-Down <input type="checkbox"/> Strip Search | | <input type="checkbox"/> No <input type="checkbox"/> Yes |



State Halfway House

PREA Employee Training Acknowledgement (115.231)

Employee Name: _____ Date of Training: _____

MERS/Goodwill employee PREA training includes the following:

1. The MERS/Goodwill zero-tolerance policy for sexual abuse and sexual harassment;
2. Employee responsibilities pertaining to agency policies regarding sexual abuse and sexual harassment prevention, detection, reporting, and response;
3. Residents' right to be free from sexual abuse and sexual harassment;
4. Employee and resident right to be free from retaliation for reporting sexual abuse and sexual harassment;
5. The dynamics of sexual abuse and sexual harassment in confinement;
6. The common reactions of sexual abuse and sexual harassment victims;
7. How to detect and respond to signs of threatened and actual sexual abuse;
8. How to avoid inappropriate relationships with residents;
9. How to communicate effectively and professionally with residents, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming residents; and
10. How to comply with relevant laws related to mandatory reporting of sexual abuse to outside authorities.

In signing this document, I acknowledge that I received PREA training on the date above and understand the information stated above.

Employee Signature: _____

Trainer Signature: _____

Signature/ Position

Place original in PREA file. Copy to training file and employee file.



MERS/Goodwill State Halfway House Resident Guide to Sexual Misconduct/ Abuse

The MERS/Goodwill State Halfway House have a **ZERO-TOLERANCE** policy regarding sexual abuse and sexual harassment within its residential programs/ facility. In accordance with the Prison Rape Elimination Act (PREA), MERS/Goodwill is committed to ensuring a safe and humane environment for all residents, where residents have the right to be free from sexual misconduct/ abuse. The purpose of this guide is to ensure residents are aware of the safeguards that exist for their protection. **Any resident who is the victim, or is aware of an incident, of sexual misconduct/abuse should report the incident to staff or investigators immediately.** All reports will be investigated thoroughly and with respect to the resident's safety, dignity, and privacy, without fear of retaliation.

Definitions

Sexual abuse includes—

1. Sexual abuse of a resident by another resident; and
2. Sexual abuse of a resident by a staff member, contractor, or volunteer.

Sexual abuse of a resident by another resident includes any of the following acts, if the victim does not consent, is coerced into such act by overt or implied threats of violence, or is unable to consent or refuse:

1. Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
2. Contact between the mouth and the penis, vulva, or anus;
3. Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument; and
4. Any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or the buttocks of another person, excluding contact incidental to a physical altercation.

Sexual abuse of a resident by a staff member, contractor, or volunteer includes any of the following acts, **with or without** consent of the resident:

1. Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
2. Contact between the mouth and the penis, vulva, or anus;
3. Contact between the mouth and any body part where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
4. Penetration of the anal or genital opening, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
5. Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
6. Any attempt, threat, or request by a staff member, contractor, or volunteer to engage in the activities described in paragraphs (1)-(5) of this section;
7. Any display by a staff member, contractor, or volunteer of his or her uncovered genitalia, buttocks, or breast in the presence of a resident, and
8. Voyeurism by a staff member, contractor, or volunteer.

Voyeurism by a staff member, contractor, or volunteer means an invasion of privacy of a resident by staff for reasons unrelated to official duties, such as peering at a resident who is changing clothes in her room;

requiring an inmate to expose her buttocks, genitals, or breasts outside of an approved strip search; or taking images of all or part of an inmate's naked body or of an inmate performing bodily functions.

Sexual harassment includes—

1. Repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one resident directed toward another; and
2. Repeated verbal comments or gestures of a sexual nature to a resident by a staff member, contractor, or volunteer, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

Staff sexual misconduct – the following acts when performed by a staff member, contractor, or volunteer when directed at a resident for the purpose of gratifying the sexual desire(s) of any person, encouraging a resident to engage in staff sexual misconduct:

1. Any attempt, threat, or request by a staff member, contractor, or volunteer to engage in the activities described in this guide;
2. Any display by a staff member, contractor, or volunteer of his or her uncovered genitalia, buttocks, or breast in the presence of a resident;
3. Voyeurism by a staff member, contractor, or volunteer;
4. Unwelcome sexual advances, or requests for sexual favors;
5. Dealing, offering, receiving, or giving favors or attention to an offender for purposes of grooming, bribing, or otherwise seeking to engage a resident in activities prohibited by policy;
6. Attempting to perform acts prohibited by this policy; and
7. Aiding or abetting another person to perform acts prohibited by this policy.

Your Rights

No one has the right to pressure you to engage in sexual acts. You do not have to tolerate sexual assault or pressure to engage in unwanted sexual behavior regardless of your age, size, race, ethnicity, or sexual orientation. Sexual acts or sexual contacts between any staff person and an offender, *even if the offender consents, initiates, or pursues*, are always prohibited.

Reporting Sexual Misconduct/Abuse

Sexual misconduct/abuse must be reported before action can be taken. Do not rely on anyone else to report misconduct/abuse- when it is experienced or seen report it immediately. There are several ways you may make a confidential report, and you are encouraged to use the reporting method with which you are most comfortable.

- Notify any MERS/Goodwill State Halfway House staff member. It is part of their job to report any allegation, ensure the resident's safety, and maintain confidentiality.
- Notify your program Director in person, in writing, or by telephone:
 - State Halfway House residents may notify Director Terrie Woods (314-982-8838)
- Notify your probation or parole officer.
- File a grievance or administrative remedy in the locked grievance box by the 7th floor elevators.
- State Halfway House residents may
 - Contact the Missouri Department of Corrections PREA hotline at 573.526.7000
 - E-mail DOC.PREA@doc.mo.gov
 - Write to: PREA Unit, Missouri Department of Corrections, 2728 Plaza Drive, Jefferson City, MO 65109
- Contact police directly.

Services and Protection for Victims of Sexual Assault

Any resident who alleges that she has been sexually assaulted will be offered immediate protection and will be referred for a medical examination and a support/advocacy agency.

Do not shower, brush teeth, or wash clothes or underclothing. This could wash away hair or other bodily fluids, which are critical evidence. Also, save anything that touched the perpetrator (e.g., a condom, tissue or a towel, or anything that she/he left behind. You will be checked for the presence of physical evidence which supports your allegation. A medical professional will perform a pelvic and/or rectal examination to obtain samples of or document the existence of physical evidence such as hair, body fluids, tears, or abrasions which remain after the assault. The examination will be conducted at a local medical facility in a private and professional manner. We also encourage you to seek medical help if you have been sexually assaulted or had sexual relations with others, to determine if you have been exposed to the HIV virus or other sexually transmitted diseases. You also have the option to obtain a pregnancy test when appropriate.

All medical services resulting from sexual abuse/assault occurring in our facility, or by a facility staff person outside of the facility while you are a resident of the facility, will be free of charge for the victim. In these cases, residents will be referred for medical services to the Sexual Assault Nurse Examiner (SANE) department at St. Louis University (SLU) Hospital, 3635 Vista Ave, St. Louis, 314-577-8777.

If you have been the victim of an assault by a staff person, resident(s), or other individual, you may seek crisis support, victim advocacy, and counseling. If you are the victim of sexual abuse/assault, a crisis support/victim advocacy agency will be contacted for you; however, you may contact a 24-Hour Crisis Hotline (314-531-RAPE (7273)) at any time. These services are available at the YWCA St. Louis Regional Sexual Assault Center, 3820 W. Pine, St. Louis, MO 63108, 314-726-6665.

You have the right to refuse any medical or mental health services offered to you.

The Investigation Process

MERS/Goodwill will take seriously and review all allegations of sexual misconduct/abuse. Allegations will be investigated by MERS/Goodwill unless the allegation is of a criminal nature, in which case the allegation will be referred to local law enforcement. The investigation may also include staff from the appropriate corrections contracting body (e.g., Federal Bureau of Prisons or State of Missouri Department of Corrections). The purpose of the investigation is to determine the nature and extent of the misconduct. You may be asked to give a statement during the investigation. If criminal charges are brought, you may be asked to testify during the criminal proceedings.

Keep in mind a thorough review and/or investigation takes time. Information must clearly support or refute any allegation with evidence, information gathered from witnesses, and documentation. After the review or investigation is finished, one of the following decisions will be reached:

- There is sufficient evidence to conclude the allegation is true.
- There is insufficient evidence to conclude the allegation is or is not true.
- There is enough evidence to prove the allegation is not true. Residents who make a report or allegation in good faith will not be disciplined in any way. However, if it is determined that a resident knowingly made a false allegation of sexual assault, the appropriate corrections contracting body will be notified and may take steps to notify the court or Board of Probation and Parole, or take other disciplinary steps.
- There is not enough evidence to prove the allegation is true, but there is evidence to prove another law, policy, or rule was violated.

When an allegation is proven to be true, a staff member or a resident who sexually abuses or assaults a resident may be disciplined up to and including removal from employment with MERS/Goodwill and/or prosecution.

Avoiding Sexual Assault

Here are some things you can do to protect yourself against sexual assault:

- Carry yourself in a confident manner at all times. Do not permit your emotions (fear/anxiety) to be obvious to others.
- Do not accept gifts or favors from others. Most gifts or favors come with strings attached to them.
- Do not accept an offer from another inmate to be your protector.
- Find a staff member with whom you feel comfortable discussing your fears and concerns.
- Be alert! Do not use contraband substances such as drugs or alcohol; these can weaken your ability to stay alert and make good judgments.
- Be direct and firm if others ask you to do something you do not want to do. Do not give mixed messages to other inmates regarding your wishes for sexual activity.
- Stay in well-lit areas of the institution.
- Choose your associates wisely. Look for people who are involved in positive activities like educational programs, psychology groups, or religious services. Get involved in these activities yourself.
- Trust your instincts. If you sense that a situation may be dangerous, it probably is. If you fear for your safety, report your concerns to staff.

Remember:

Sexual assault is a serious crime. All reported incidents of sexual assault will be investigated. If you are a victim of such an assault, **REPORT IT IMMEDIATELY.** You **will be protected** from the assailant.

Staff or residents who engage in sexual abuse or assault of residents **will be investigated** by law enforcement authorities and if found guilty will be subject to a full range of criminal and administrative sanctions.

Any sexual act between inmates and staff (even when no objection is raised) is **ALWAYS illegal.**

It is NEVER appropriate for a staff member to make sexual advances, comments or to engage in sexual contact with a resident. Even if the resident wants to be involved with the staff member, the staff member is not allowed to respond. It is not appropriate for a resident to approach a staff member sexually.



**MERS/Goodwill State Halfway House
Resident Guide to Sexual Misconduct/ Abuse Acknowledgement**

Name (Print) _____ Register/ DOC # _____

I acknowledge that I have received the Resident Guide to Sexual Misconduct. A staff person has explained the contents to me and I confirm that I understand the following:

- The definitions of
 - Sexual abuse of a resident by another resident;
 - Sexual abuse of a resident by a staff member, contractor, or volunteer;
 - Voyeurism and Sexual harassment; and
 - Staff sexual misconduct;
- MERS/Goodwill has a Zero-Tolerance Policy regarding sexual abuse and sexual harassment within its residential programs/facility;
- There are several ways to report incidents or suspicions of sexual abuse or sexual harassment;
- I have the right to be free from sexual abuse and sexual harassment and to be free from retaliation for reporting such incidents;
- MERS/Goodwill will take seriously and review all allegations of sexual misconduct/abuse, that allegations will be investigated, and that I should be advised of the possible outcome of the investigation;
- Free medical and mental health/advocacy services will be provided to any resident who is the victim of sexual assault while in the facility, or while outside of the facility by a staff member while the victim is a resident of the facility; however, I have the right to refuse these services; and
- That staff or residents who engage in sexual abuse or assault of residents will be investigated by law enforcement authorities and if found guilty will be subject to a full range of criminal and administrative sanctions.

Resident Signature

Date

Witness Signature

Date



MERS/Goodwill State Halfway House
Coordinated Response Plan to Resident Sexual Abuse/Misconduct

All allegations, including third party and anonymous, of offender sexual abuse and harassment must be forwarded to the corresponding program Director *immediately*.

The Program Director will:

- Initiate the resident sexual abuse procedures.
- Make notifications and complete the PREA Event Checklist.
- File the PREA Event Checklist in the site investigation file for future audit purposes.

Penetration Events- 92 hours or less: Requires immediate response

(Consists of penetration of the mouth, anus, buttocks, or vulva, of any kind, however slight, by hand, finger, object, instrument or penis that allegedly occurred within the last 92 hours or less.)

First Responder will:

- Ensure safety of alleged victim, including separation from the alleged abuser and placing the alleged abuser under direct and continuous surveillance;
- Request alleged victim not to take any actions that could destroy physical evidence, and ensure the alleged abuser does not do so, including washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating until he/she is seen by the investigator;
- Preserve and protect any crime scene until appropriate steps can be taken to collect any evidence;
- Make immediate notification to the corresponding program Director.

Program Director will make immediate telephone notifications to the following, utilizing the PREA Event Checklist:

- Law Enforcement
- CAO of the Residential Facility
- Medical (notify SANE department at SLU hospital of sexual assault and the need for the forensic examination)
 - If the resident refuses medical services, complete the PREA Medical Treatment Refusal Form and attach the signed copy to the PREA Event Checklist.
- Mental Health (notify YWCA of the sexual assault and schedule an emergency assessment)
 - If the resident refuses medical services, complete the PREA Medical Treatment Refusal Form and attach the signed copy to the PREA Event Checklist.
- Corresponding contracting correctional agency representative (follow-up telephone notification with e-mail)

Penetration Events- Over 92 hours and Non-Penetration Events: Events that fall into this category require immediate notifications to be made via telephone. However, services may be provided the following business day unless emergent circumstances exist.

(Consists of penetration that allegedly occurred over 92 hours prior to report, and nonconsensual touching between residents, voyeurism, and sexual acts, or requests for sexual acts between a staff and residents and all forms of sexual harassment.)

First Responder will:

- Ensure safety of alleged victim, including separation from the alleged abuser;
- Make immediate notification to the corresponding program Director.

Program Director will make immediate telephone notifications to the following, utilizing the PREA Event Checklist:

- Law Enforcement (if applicable)
- CAO of the Residential Facility
- Mental Health (refer for mental health assessment/services at YWCA no later than next business day)
 - If the resident refuses medical services, complete the PREA Medical Treatment Refusal Form and attach the signed copy to the PREA Event Checklist.
- Corresponding contracting correctional agency representative (follow-up telephone notification with e-mail)



**MERS/Goodwill Residential Reentry Center
Assessment/Retaliation Status Checklist**

Initial face-to-face status checks will be conducted on all victims, reporters and witnesses following a resident sexual abuse allegation. Follow up face-to-face status checks will be conducted on victims and reports at a minimum of once a month for 90 days, unless retaliation is suspected.

| | |
|--|-----------------------|
| Date: | Incident Report Date: |
| Name: | DOC # (if resident): |
| Type of Assessment: <input type="checkbox"/> Initial <input type="checkbox"/> 30 Day <input type="checkbox"/> 60 Day <input type="checkbox"/> 90 Day <input type="checkbox"/> Other: _____ | |
| Monitoring of Residents: | |
| Review: <ul style="list-style-type: none"> • Conduct Violations • Room Assignments • Program Changes • Need for Emotional Services | |
| Summary: | |
| Monitoring of Staff Member: | |
| Review: <ul style="list-style-type: none"> • Staff Member Performance Reviews • Staff Member Reassignments • Need for Emotional Services | |
| Summary: | |
| Next Review Date: | |
| | |
| Resident/ Staff Member Signature | Date |
| Director Signature | Date |



MERS/Goodwill Residential Reentry Center and State Halfway House

PREA Incident Review Form

| | | | |
|---|---|---|--|
| Date: | Date Reported: | Date Investigation Concluded: | Investigated by: <input type="checkbox"/> Facility <input type="checkbox"/> Police Dept. |
| Resident/Victim Name: | | | Reg/DOC #: |
| Attendees/Input received from: Program Director: _____ CAO of Facility: _____ Supervisory Staff: _____ Medical/mental health practitioners: _____ | | | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | Was the Screening for Risk of Victimization and Abusiveness updated for substantiated victims and substantiated resident perpetrators? | | |
| Victim prior assessment: | <input type="checkbox"/> Potential Victim | <input type="checkbox"/> Potential Predator | <input type="checkbox"/> No risk identified |
| Victim current assessment: | <input type="checkbox"/> Potential Victim | <input type="checkbox"/> Potential Predator | <input type="checkbox"/> No risk identified |
| Predator prior assessment: | <input type="checkbox"/> Potential Victim | <input type="checkbox"/> Potential Predator | <input type="checkbox"/> No risk identified |
| Predator current assessment: | <input type="checkbox"/> Potential Victim | <input type="checkbox"/> Potential Predator | <input type="checkbox"/> No risk identified |
| Comments: | | | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | As a result of the investigation, is a change to facility/program/agency policy or procedure indicated? | | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Was the incident motivated by race or ethnicity; actual or perceived sexual orientation; actual or perceived transgender/intersex status; gang affiliation or other group dynamics? | | |
| If yes, provide recommendations to address: | | | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Did physical barriers or physical plant layout enable the abuse? | | |
| Comments: | | | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Were the facility approved staffing models followed? | | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Was the staffing in the affected area adequate? | | |
| If no, provide recommendations to address: | | | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Was monitoring technology (e.g., video surveillance) available/adequate? | | |
| If no, provide recommendations to address: | | | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Did monitoring for retaliation occur for at least 90 days following the allegation? Monitoring began on: _____ Monitoring ceased on: _____ | | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Was the resident victim notified of the findings of the investigation? | | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | Following a resident's allegation that a staff member had committed sexual abuse, was the resident informed whenever: (1) The staff member was no longer posted within the resident's unit; (2) The staff member was no longer employed at the facility; (3) The agency learned that the staff member was indicted on a charge related to sexual abuse within the facility; or (4) The agency learned that the staff member had been convicted on a charge related to sexual abuse within the facility. | | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | Following a resident's allegation that he or she had been sexually abused by another resident, was the alleged victim informed whenever: 1) The agency learned that the alleged abuser has been indicted on a charge related to sexual abuse within the facility; or 2) The agency learned that the alleged abuser had been convicted on a charge related to sexual abuse within the facility. | | |
| Additional recommendation to prevent future incidents: | | | |

| Action Item | Person Responsible | Planned Completion Date | Date Complete |
|-------------|--------------------|-------------------------|---------------|
| | | | |
| | | | |

Director Signature _____

Date _____

ATTACHMENT L



**MERS/Goodwill Residential Reentry Center
PREA Allegation Event Checklist**

| DATE AND TIME REPORTED: | | FIRST RESPONDER [Name and Title]: | | | |
|--|-----------------|--|---------------------------|--|--|
| HOW WAS THE ALLEGATION REPORTED [victim, staff, other resident, compliant, anonymous, etc]: | | ALLEGATION REPORTED BY: | | | |
| Alleged Victim: | Reg #: | Date/Time of Incident: | | | |
| DOB: | Race: | PREA Risk Score: | | | |
| Location of incident: | | | | | |
| | | | | | |
| Alleged Perpetrator: | | Reg #: | | | |
| DOB: | Race: | PREA Risk Score: | | | |
| EVENT DETAILS: | | | | | |
| | | | | | |
| PROGRAM DIRECTOR RESPONSIBILITIES: | | | | | |
| PERSON TO BE NOTIFIED | PERSON NOTIFIED | DATE | TIME | Penetration Events 92 hours or less | Penetration Events over 92 hours & Non-Penetration Events |
| CAO of Residential Facility | | | | Immediate | Immediate |
| Law Enforcement <i>(when applicable)</i> | | | | Immediate | Immediate when appropriate |
| Emergency Medical <i>(only with penetration)</i> | | | | Immediate | Only with penetration events |
| Mental Health Provider | | | | Immediate | Next business |
| Federal Bureau of Prisons | | | | Immediate | Next business |
| | | | | | |
| Location of Examination: | | | | | |
| Date and Time Client Left Facility: | | | Method of Transportation: | | |

| | |
|--|------|
| Date and Time Victim Returned from Forensic Examination: | |
| DIRECTOR SIGNATURE | DATE |

Victim:

1. Where did the incident/alleged incident occur?

- In the victim's room (if the victim and perpetrator share a room, count as the victim's room)
- In the restroom. If so, which restroom _____
- In a common area or hallway
- Outside the facility but on agency grounds
- Other – specify: _____

2. What time did the incident/alleged incident occur? (mark all that apply)

- Morning (6 a.m. to noon)
- Afternoon (noon to 6 p.m.)
- Evening (6 p.m. to midnight)
- Overnight (Midnight to 6 a.m.)

3. Number of victims/alleged victims involved in the incident? (if there were more than one victim please note additional victims' age, gender and race in the comment section below) _____

4. Demographic information of victims/alleged victims: (if more than one victim please note additional demographic information in the comment section)

Age at the time of incident: _____ Gender: _____ Race/ethnic origin: _____

5. Did the victim/alleged victim sustain any physical injury during the incident? Yes No N/A

- Broken bones
- Anal or vaginal tearing
- Chipped or knocked out teeth
- Internal injuries
- Knocked unconscious
- Bruises, black eye, sprains, cuts, scratches, swelling, welts
- Other – specify: _____

6. If the victim/alleged victim received injuries, did the victim receive medical treatment for the injuries?

- Yes No N/A

7. Who reported the incident/alleged incident? (mark all that apply)

- Victim
- Another resident (non-victim)
- Family of victim
- Residential staff
- Medical/healthcare staff
- Instructor/teacher
- Counselor
- Other – specify: _____

8. After the incident was reported, were the victim/alleged victim: (mark all that apply)

- Given a medical examination
- Administered a rape kit
- Tested for HIV/AIDS
- Tested for other sexually transmitted diseases
- Provided with counseling or mental health treatment
- None of the above

9. Are medical records pertaining to this incident included with this report? Yes No N/A

Type of resident sexual violence:

- Resident on Resident
 - Nonconsensual Sexual Acts
 - Abuse Sexual Contact
- Staff on Resident
 - Sexual Misconduct
 - Sexual Harassment

Resident-on-Resident Sexual Violence:

1. How many perpetrators/alleged perpetrators were involved in the incident? (if there were more than one perpetrator, please note additional perpetrators' age, gender and race in the comment section) _____

2. What was the perpetrator's alleged perpetrator's gender? Male Female

3. Demographic information of perpetrator:

Age at the time of incident: _____ Gender: _____ Race/ethnic origin: _____

4. What was the nature of the incident/alleged incident? (mark all that apply)

- Voluntary sexual contact between adults
- Unwanted touching for sexual gratification
- Pressure/coercion (without force) resulting in a nonconsensual sexual act
- Physical force (or the threat of force) resulting in a nonconsensual sexual act
- Other - specify: _____

5. What type of pressure or physical force was used by the perpetrator/alleged perpetrator on the victim? (mark all that apply)

- | | |
|--|--|
| <input type="checkbox"/> Persuasion or talked into sexual activity | <input type="checkbox"/> Physically held victim down or restrained in some way |
| <input type="checkbox"/> Bribery or blackmail | <input type="checkbox"/> Physically harmed or injured victim |
| <input type="checkbox"/> Gave victim drugs or alcohol | <input type="checkbox"/> Threatened with a weapon |
| <input type="checkbox"/> Offered protection from other residents | <input type="checkbox"/> Other - specify: _____ |
| <input type="checkbox"/> Threatened with physical harm | |

Staff-on-Resident Sexual Misconduct and Harassment:

1. What was the nature of the incident/alleged incident? (mark all that apply)

- Physical force resulting in a nonconsensual sexual act
- Pressure or abuse of power resulting in a nonconsensual sexual act
- Indecent exposure, invasion of privacy, or voyeurism for sexual gratification
- Unwanted touching for sexual gratification
- Sexual harassment or repeated verbal statements of a sexual nature by staff
- Sexual relationship between resident and staff that appeared to be willing
- Level of coercion unknown
- Other - specify: _____

2. How many staff were involved or alleged to have been involved in the incident? (if more than one staff was involved in the incident note staff demographics in the comment section) _____

3. Demographic information of staff involved or alleged to have been involved in the incident:

Age at the time of incident: _____ Gender: _____ Race/ethnic origin: _____

4. Was the staff involved or alleged to have been involved in the incident an employee of the facility, a contract or volunteer: (mark all that apply)

- Full or part-time paid employee
- Contracted employee or vendor
- Volunteer or intern
- Other - specify: _____

5. What was the primary position description of the staff involved or alleged to have been involved in the incident? (mark all that apply)

- Administrator
- Supervision staff
- Case Manager/ Community Support Specialist
- Maintenance and other facility support staff, including, janitors, cooks, and IT
- Vendor/ contractor
- Other agency staff
- Other - specify: _____

Comments:

Resident Sexual Abuse includes the following

1. Sexual abuse of a resident by another resident; and
2. Sexual abuse of a resident by a staff member, contractor, or volunteer.

Resident on Resident Sexual Abuse: Sexual abuse of a resident by another resident includes any of the following acts, if the victim does not consent, is coerced into such act by overt or implied threats of violence, or is unable to consent or refuse

1. Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
2. Contact between the mouth and the penis, vulva, or anus;
3. Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument; and
4. Any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or the buttocks of another person, excluding contact incidental to a physical altercation.


Staff on Resident Sexual Abuse: Sexual abuse of a resident by a staff member, contractor, or volunteer includes any of the following acts, with or without consent of the resident.

1. Contact between the penis and vulva or the penis and the anus, including penetration, however slight;
2. Contact between the mouth and the penis, vulva, or anus;
3. Contact between the mouth and any body part where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
4. Penetration of the anal or genital opening, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
5. Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
6. Any attempt, threat, or request by a staff member, contractor, or volunteer to engage in the activities described in paragraphs 1 through 5 of this definition;
7. Any display by a staff member, contractor, or volunteer of his or her uncovered genitalia, buttocks, or breast in the presence of a resident, and
8. Voyeurism by a staff member, contractor, or volunteer which is an invasion of privacy of a resident by staff for reasons unrelated to official duties, such as peering at a resident who is using a toilet in his or her cell to perform bodily functions; requiring a resident to expose his or her buttocks, genitals, or breasts; or taking images of all or part of a resident's naked body or of a resident performing bodily functions.

Resident Sexual Harassment:

1. Repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one resident directed toward another; and
2. Repeated verbal comments or gestures of a sexual nature to a resident by a staff member, contractor, or volunteer, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

***It is required to notify emergency medical personnel by phone for all allegations of sexual penetration defined as a sexual activity that involves the entry into the vagina, anus, and/or mouth, however slight, with a body part or an object. All other allegations of sexual abuse will be investigated and forwarded to the Federal Bureau of Prisons.**

| | |
|---|--|
|  <p>PREA ALLEGATION NOTIFICATION PENETRATION/NON-PENETRATION EVENT CHECKLIST Residential Facilities</p> | RESIDENTIAL FACILITY: |
| | DATE AND TIME REPORTED: |
| | FIRST RESPONDER <i>(Name and Title):</i> |
| | HOW WAS THE ALLEGATION REPORTED <i>(victim, staff, other offender, compliant, anonymous, etc.):</i> |
| ALLEGATION REPORTED BY: | |

| | | |
|-----------------------|--------|------------------------|
| Alleged Victim: | DOC #: | Date/Time of Incident: |
| DOB: | Race: | |
| Location of incident: | | |

| | |
|----------------------|--------|
| Alleged Perpetrator: | DOC #: |
| DOB: | Race: |

EVENT:

PROGRAM DIRECTOR RESPONSIBILITIES:

| PERSON TO BE NOTIFIED | PERSON NOTIFIED | DATE | TIME | Penetration Events 92 hours or less | Penetration Events over 92 hours & Non-Penetration Events |
|---|-----------------|------|------|--|---|
| CAO of Residential Facility | | | | Immediate | Immediate |
| Law Enforcement <i>(when applicable)</i> | | | | Immediate | Immediate when appropriate |
| Emergency Medical <i>(only with penetration)</i> | | | | Immediate | Only with penetration events |
| Mental Health Provider | | | | Immediate | Next business |
| CAO/Designee of liaison District Office | | | | Immediate | Next business |
| Regional Administrator | | | | Immediate | Next business |
| Department PREA Coordinator | | | | Email | Email |

| |
|--|
| Location of Examination: |
| Date and Time Client Left Facility: |
| Date and Time Victim Returned from Forensic Examination: |

| | |
|------------------|-------------|
| SIGNATURE | DATE |
|------------------|-------------|

| | |
|--|--|
| | |
|--|--|

Victim:

1. Where did the incident/alleged incident occur?

- In the victim's room (if the victim and perpetrator share a room, count as the victim's room)
- In a dormitory or other multiple housing unit
- In a program service area (commissary, kitchen, storage, laundry, cafeteria, workshop)
- Outside the facility but on facility grounds
- Other – specify: _____

2. What time did the incident/alleged incident occur? (mark all that apply)

- Morning (6 a.m. to noon)
- Afternoon (noon to 6 p.m.)
- Evening (6 p.m. to midnight)
- Overnight (Midnight to 6 a.m.)

3. Number of victims/alleged victims involved in the incident? (if there were more than one victim please note additional victims' age, gender and race in the comment section) _____

4. Demographic information of victims/alleged victims: (if more than one victim please note additional demographic information in the comment section)

Age at the time of incident: _____ Gender: _____
Race/ethnic origin: _____

5. Did the victim/alleged victim sustain any physical injury during the incident?

- Yes No N/A
- Broken bones
- Anal or vaginal tearing
- Chipped or knocked out teeth
- Internal injuries
- Knocked unconscious
- Bruises, black eye, sprains, cuts, scratches, swelling, welts
- Other – specify: _____

6. If the victim/alleged victim received injuries, did the victim receive medical treatment for the injuries?

- Yes No N/A

7. Who reported the incident/alleged incident? (mark all that apply)

- Victim
- Another Offender (non-victim)
- Family of victim
- Residential staff
- Medical/healthcare staff
- Instructor/teacher
- Counselor
- Other – specify: _____

8. After the incident was reported, were the victim/alleged victim: (mark all that apply)

- Given a medical examination
- Administered a rape kit
- Tested for HIV/AIDS
- Tested for other sexually transmitted diseases
- Provided with counseling or mental health treatment
- None of the above

9. Are medical records pertaining to this incident included with the file material attachment in the master report folder?

- Yes No N/A

Type of offender sexual violence:

- Offender on Offender
- Nonconsensual Sexual Acts
- Abuse Sexual Contact
- Staff on Offender
- Sexual Misconduct
- Sexual Harassment

Offender-on-Offender Sexual Violence:

1. How many perpetrators/alleged perpetrators were involved in the incident? (if there were more than one perpetrator, please note additional perpetrators' age, gender and race in the comment section) _____

2. What was the perpetrator's alleged perpetrator's gender?

- Male Female

3. Demographic information of perpetrator:

Age at the time of incident: _____ Gender: _____

Race/ethnic origin: _____

4. What was the nature of the incident/alleged incident? (mark all that apply)

- Voluntary sexual contact between adults
- Unwanted touching for sexual gratification
- Pressure/coercion (without force) resulting in a nonconsensual sexual act
- Physical force (or the threat of force) resulting in a nonconsensual sexual act
- Other - specify: _____

5. What type of pressure or physical force was used by the perpetrator/alleged perpetrator on the victim? (mark all that apply)

- Persuasion or talked into sexual activity
- Bribery or blackmail
- Gave victim drugs or alcohol
- Offered protection from other offenders
- Threatened with physical harm
- Physically held victim down or restrained in some way
- Physically harmed or injured victim
- Threatened with a weapon
- Other - specify: _____
- None

Staff-on-Offender Sexual Misconduct and Harassment:

1. What was the nature of the incident/alleged incident? (mark all that apply)

- Physical force resulting in a nonconsensual sexual act
- Pressure or abuse of power resulting in a nonconsensual sexual act
- Indecent exposure, invasion of privacy, or voyeurism for sexual gratification
- Unwanted touching for sexual gratification
- Sexual harassment or repeated verbal statements of a sexual nature by staff
- Sexual relationship between offender and staff that appeared to be willing
- Level of coercion unknown
- Other - specify: _____

2. How many staff were involved or alleged to have been involved in the incident? (if more than one staff was involved in the incident note staff demographics in the comment section) _____

3. Demographic information of staff involved or alleged to have been involved in the incident:

Age at the time of incident: _____ Gender: _____

Race/ethnic origin: _____

4. Was the staff involved or alleged to have been involved in the incident an employee of the facility, a contract or volunteer: (mark all that apply)

- Full or part-time paid employee
- Contracted employee or vendor
- Volunteer or intern
- Other - specify: _____

5. What was the primary position description of the staff involved or alleged to have been involved in the incident? (mark all that apply)

- Administrator,
- Supervision staff
- Clerical including secretaries, clerks, receptionists, and other administrative support
- Maintenance and other facility support staff, including groundskeepers, janitors, cooks, and drivers
- Education staff, including instructors, teachers, librarians, and education assistants
- Other program staff
- Other - specify: _____

Comments:

Offender Sexual Abuse includes the following

1. Sexual abuse of an offender, detainee, or resident by another offender, detainee, or resident; and
2. Sexual abuse of an offender, detainee, or resident by a staff member, contractor, or volunteer.

Offender on Offender Sexual Abuse: Sexual abuse of an offender, detainee, or resident by another offender, detainee, or resident includes any of the following acts, if the victim does not consent, is coerced into such act by overt or implied threats of violence, or is unable to consent or refuse

1. Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
2. Contact between the mouth and the penis, vulva, or anus;
3. Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument; and
4. Any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or the buttocks of another person, excluding contact incidental to a physical altercation.

Staff on Offender Sexual Abuse: Sexual abuse of an offender, detainee, or resident by a staff member, contractor, or volunteer includes any of the following acts, with or without consent of the offender, detainee, or resident.

1. Contact between the penis and vulva or the penis and the anus, including penetration, however slight;
2. Contact between the mouth and the penis, vulva, or anus;
3. Contact between the mouth and any body part where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
4. Penetration of the anal or genital opening, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
5. Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
6. Any attempt, threat, or request by a staff member, contractor, or volunteer to engage in the activities described in paragraphs 1 through 5 of this definition;
7. Any display by a staff member, contractor, or volunteer of his or her uncovered genitalia, buttocks, or breast in the presence of an offender, detainee, or resident, and
8. Voyeurism by a staff member, contractor, or volunteer which is an invasion of privacy of an offender, detainee, or resident by staff for reasons unrelated to official duties, such as peering at an offender who is using a toilet in his or her cell to perform bodily functions; requiring an offender to expose his or her buttocks, genitals, or breasts; or taking images of all or part of an offender's naked body or of an offender performing bodily functions.

Offender Sexual Harassment:

1. Repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one offender, detainee, or resident directed toward another; and
2. Repeated verbal comments or gestures of a sexual nature to an offender, detainee, or resident by a staff member, contractor, or volunteer, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

***It is required to notify emergency medical personnel by phone for all allegations of sexual penetration defined as a sexual activity that involves the entry into the vagina, anus, and/or mouth, however slight, with a body part or an object. All other allegations of sexual abuse will be investigated and forwarded to the CAO of the liaison District.**



MERS/Goodwill

**State Halfway House
Resident Handbook**

1727 Locust Street
7th Floor
St. Louis, MO 63103
314-231-6100
fax: 241-2597

August 2018

**MERS/Goodwill Halfway House
Resident Handbook
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Residents are expected to abide by the MERS/Goodwill Halfway House Rules and successfully complete the Halfway House program.

Residents are expected to comply with any directives given by the Probation Officer, Court, and/or Parole Board and follow the plan developed by the MERS/Goodwill Case Manager.

Living Area

Staff will assign each resident a bed, hanging space, and a locker or footlocker to secure personal belongings. Residents may use **ONLY** the space assigned to them. Residents may not rearrange furniture. Residents may be moved from the initial room they were assigned to, or any time throughout their stay, at the discretion of the Program Director. Residents may not refuse to move if instructed to do so.

Staff will assign each resident a combination lock upon intake. If you choose to use your own lock, you must give the combination or extra key to the Security Monitor. Residents may not trade locks for any reason. If the combination to a lock is unknown by staff, the lock will be cut and removed.

Only two (2) appliances may be plugged into each outlet in the sleeping areas. Electrical items must be in good repair with no broken plugs or frayed wires. Any items found not meeting standards will be confiscated and discarded. **The use of extension cords and/or multipurpose plugs is a major violation.**

Residents must properly make their bed when they are not occupying the bed. The bedspread issued should always be used to cover the made bed. Residents are allowed one throw blanket that must remain underneath the flame-retardant blanket provided to you when away from your bed. Personal pillows are not allowed. Residents must clean the entire assigned living area daily before signing out of the facility, or by 7:45 a.m. every day if they do not sign out of the facility.

Living areas are to remain free of clutter and excessive property. Personal property should be stored away and cannot be stored under your bed or on the floor. Doing so may result in an infraction and the items may be confiscated. Cardboard boxes are prohibited and will be confiscated and discarded.

No food (of any kind) or drinks, except for water, are allowed in the rooms. This includes instant coffee, sugar, creamer, candy, bubble gum, and cough drops. You can only eat and drink in the common area.

Personal belongings and decorations are permitted in your living area as long as such items and decorations do not cause fire or safety hazards or damage to walls. Nails and thumb tacks are not permitted. Do not use toothpaste to secure items to the wall.

If a resident enters a room they are not assigned to, that resident and everyone in the room at that time will receive a major violation. Residents may not be in or on someone else's bed, even if it is in their assigned room. Doing so will result in a major violation.

Residents may not use or store hair dryers, curling/flat irons, or razors in their room. Residents must use these items in the restrooms and then return them to the Monitor Station. **If these items are found in a room, they will be confiscated and the resident in possession will receive a major violation.** No heating elements of any kind are allowed. If you are cold, you may request an additional blanket.

Residents are not allowed to open the windows in their room.

Residents must utilize the common area and restroom facilities of the program side they are assigned to.

State residents may only use the resident computers on the state-side of the facility. Using computers in any other part of the facility will result in an Infraction.

Personal Belongings

MERS/GOODWILL IS NOT RESPONSIBLE FOR LOST OR STOLEN PROPERTY.

RESIDENTS ARE ALLOWED THE FOLLOWING PERSONAL BELONGINGS:

- 7 pairs of pants, skirts, or dresses
- 7 shirts
- 7 sets of underwear
- 3 pairs of shoes (plus one pair shower shoes)
- 2 jackets/coats
- 3 sets of pajamas/ lounge wear
- 2 uniforms, 1 pair uniform shoes
- 1 robe
- 1 alarm clock/clock radio
- 1 TV (no larger than 13 inch)
- Personal care items, as needed

Any personal items over this allotment will be confiscated and discarded.

Residents may not bring back clothing or any items from a destination (other than passes or wellness walks) unless given PRIOR approval from the Case Manager. If returning from treatment with clothing, the resident must ensure treatment staff speaks with the Case Manager in advance and advises of what items the resident will be returning with. Failure to comply will result in the items being confiscated and discarded.

Residents may not loan or sell any clothing or personal items to another resident or exchange personal favors or money for services. For example, paying a resident to complete your chores or do your hair.

All residents are strongly encouraged to lock-up any valuable property. We encourage you not to keep large sums of money at the facility and to mark all your personal items, including clothing, with your name.

If at any time personal radios/televisions become a problem, staff reserves the right to request that residents use a headset. If the problem continues, staff will confiscate the radio/television until your discharge.

Residents may not take radios, CD players, or music devices of any kind in the restrooms. Staff will confiscate any such device found in the restroom.

Upon entry into the program, a monitor will fill out the "Property Inventory Sheet" with you, listing all of your personal belongings. If you remove items or bring new items to the facility, it is your responsibility to update your "Property Inventory Sheet" with the monitors. When bringing in new items you may not go over your allotted amount of personal property. If you do so, the overage will be confiscated and you will have 7 days to remove the items, otherwise the overage will be discarded. **No exceptions.** As stated above, items brought in without prior approval or from passes or wellness walks will automatically be discarded.

The "Disposition and Release of Personal Property" form you fill out at orientation will be used to notify the person(s) you have designated to retrieve your property in the event you leave before completing the program. Only the person(s) you list on your form may retrieve your belongings and they must provide photo identification to receive the belongings. The person will have 30 days, starting from the day you left the program, to retrieve your property in person. **MERS/Goodwill is not responsible for property left beyond 30 days of your exit date and will discard any property not retrieved within that time.**

Linen

Upon arrival, staff will issue each resident linens and towels – one (1) bedspread, two (2) sheets, one (1) pillowcase, one (1) pillow, one (1) blanket, two (2) bath towels, and two (2) washcloths.

Residents will be responsible for linens issued to them upon admission and for the duration of their stay at MERS/Goodwill. Upon discharge from the program, you must turn in all linens and towels issued to you at the

time of your arrival. You must wash all issued linens and towels before turning them in. You will be charged for any shortages or damaged items:

| | | | |
|-------------------|-------------|-------------|---------|
| Sheets and Towels | \$5.00 each | Pillow case | \$2.50 |
| Wash cloth | \$1.50 | Pillow | \$15.00 |
| Blanket | \$15.00 | Bedsread | \$25.00 |

Laundry

Laundry facilities and detergent are provided free of charge. Residents are required to wash their linens at least once each week. Failure to do so will result in an infraction.

MERS/Goodwill is not responsible for the loss or damage of property due to laundry facility use.

The laundry facilities are available for your use from 5:00 a.m. to 10:00 p.m. ~~on your room's scheduled day (see schedule below). Your scheduled laundry day is posted in your bedroom.~~

| | | |
|-------------|------------------|----------------|
| Monday: 719 | Tuesday: 717/710 | Wednesday: 720 |
| Friday: 722 | Saturday: 721 | Thursday: 718 |

Ironing

An iron is provided for your use in the laundry area. Always unplug the iron when not in use. **Never leave the iron unattended.**

Meals/Dining Room

Meals are served at the following times:

| | Breakfast | Lunch | Dinner |
|---------------------------|------------------------|--------------------------|------------------------|
| Monday- Friday: | 6:30 a.m. to 7:00 a.m. | 11:15 a.m. to 12:00 p.m. | 5:00 p.m. to 5:45 p.m. |
| Weekend/ Holidays: | 9:00 a.m. to 9:45 a.m. | 12:00 p.m. to 12:45 p.m. | 4:00 p.m. to 4:45 p.m. |

It is your responsibility to notify your Case Manager if you have any dietary restrictions due to religious, medical, or other reasons. You are required to provide a doctor's note detailing any medical restrictions.

You must wear shoes and be dressed appropriately when on MERS/Goodwill property, including for meals. Residents may not wear pajamas, nightgowns, slippers, robes, spaghetti straps, tank tops, halters, tube-tops, shirts showing cleavage or inappropriate dress. Shorts/ skirts/ dresses must be longer than the length of your fingertips when your arms are extended with hands to your side. Sheer/ see-through clothing must have appropriate clothing underneath. You must remove curlers, headscarves/wraps, perms/conditioner/hair-dye prior to going to the cafeteria. If you are in the middle of a hair-care process, you are not allowed to go to the cafeteria and will receive a sack lunch. You must be fully dressed as if you were ready to exit the facility to dine in the cafeteria.

You cannot take food (of any kind) from the dining room, including beverages. NO EXCEPTIONS! You cannot stop at the cafeteria and grab something for breakfast on your way out of the facility. You must eat during the scheduled times or receive your food from the Security Monitors on the 7th floor.

If you will be away from the facility and will not return in time to dine in the cafeteria, but will return within 2 hours of meal time, you need to sign up for a saved hot meal. If you fail to do so, you will be given a sack lunch. If you will be out of the facility all day, you may sign-up to receive a sack lunch to take with you. Remember to request the sack lunch from the Security Monitor on your way out.

You must sign-up for all meals, including sack lunches, on the "Meal Sign-up Sheet" **one day in advance.** The monitors will place a new "Meal Sign-Up Sheet" in the Common Area every morning.

If you do not sign up to dine in the facility, you will not be allowed to go downstairs for that particular meal and you will not receive a saved hot meal. A sack lunch will be provided to you instead. You may not receive a sack lunch if you do not like what is being served in the cafeteria. Residents are allowed to order food to be delivered at their own expense, up to 8:00pm.

~~Residents are not allowed to bring outside food into the facility. This includes store bought items and food from restaurants. Bringing back food or drinks will result in the items being confiscated and discarded.~~

Saved meals are to be consumed after you have received it from the monitor. If you don't finish your meal, you cannot save it for later. DO NOT leave meals anywhere on the 7th Floor for later consumption.

Note: Hot saved meals will be discarded two (2) hours after the scheduled mealtime.

Medical Care/ Sick Procedures

Medical care (both emergency and non-emergency) is the financial responsibility of the resident.

Residents should schedule all medical appointments ahead of time and submit a "Medical Add On" form in advance. This allows the Case Manager time to verify and approve the appointment.

In the event of an emergency, the Security Monitor will call 911. Residents going to the Emergency Room must call when they arrive at the hospital, every hour while there, and again when exiting the hospital. Residents admitted to the hospital must call every 3 hours, unless otherwise directed. All calls must be made from a hospital phone. Residents must bring back discharge paperwork that includes a list of all medication and drugs administered while they were there. ~~Residents are also required to bring back a completed Prescription Medication Advisory Form.~~ **Failure to make all required calls and/or failure to return with discharge paperwork will result in a major violation.**

Residents returning from the hospital are placed on a 2-day rest to ensure their well-being. Residents on rest may not take wellness walks, attend smoke breaks, or take pass time and will eat their meals on the 7th floor. If a resident is on restriction, the restriction is suspended until the 2-day rest period is complete.

If a resident is too sick to work or attend treatment, they must notify the Case Manager, Treatment Team, and their Probation/Parole Officer. If a resident's illness prevents them from going to work or treatment, they will only be able to sign out of the facility for medical treatment. All passes and recreation during that time will be forfeited.

All residents going to the hospital, doctor, clinic, or any other medical appointment must take a "Prescription Medication Advisory Form" that must be completed by the medical provider. These forms are available in the state common room area and the monitor station. It is the resident's responsibility to remember to take the form with them. Residents must turn this form in to the monitors upon return along with any discharge paperwork. **Failure to return with a completed Prescription Medication Advisory Form and discharge paperwork will result in a major violation.**

Medication

All prescription and over the counter medication must be turned into staff upon arrival. If you return from a medical visit or pharmacy with new medication, the medication must be sealed/ contained within the stapled pharmacy bag. You may not tamper with the medication and must turn the medication in to staff **BEFORE** you can take any of it. **Failure to do so will result in a major violation.**

Residents are not to use or bring any substances that contain alcohol (i.e. cough syrup, mouthwash, etc.) or narcotics into the facility. **Doing so will result in a major violation.**

Residents may not keep prescription or over the counter medication in their room or on their person, unless approved by the Director. **Any medication found will result in a major violation.**

We retain all medication at the Monitor's Station and administer only as prescribed at the posted times:

| | | | |
|----------------------------|------------------------|------------------------|------------------------|
| Monday- Friday: | 5:00 a.m. to 6:30 a.m. | 1:00 p.m. to 2:00 p.m. | 7:30 p.m. to 9:00 p.m. |
| Weekends/ Holidays: | 7:30 a.m. to 9:00 a.m. | 1:00 p.m. to 2:00 p.m. | 7:30 p.m. to 9:00 p.m. |

If the medication bottle does not designate dosage time(s), you may only take the medication at the scheduled medication time. For medication prescribed "as needed", you will not be able to take more medication than specified, in the timeframe specified.

Residents may not give medication to or take medication from another resident for any reason. The client must count the number of pills in each bottle of medication being taken at that time in front of a Security Monitor, prior to taking the medication.

Residents must bring a beverage (such as a cup of water) with them when taking medication. Residents may not walk away from the window until after swallowing all medication they are taking at that time. If at any time the monitor feels a resident still has the medication on their person, the resident must show the monitor the inside of their mouth, hands, and is subject to search.

Residents who are scheduled to take prescription medications during treatment need to "pack out" their medication on a daily basis. "Packed out" medications need to be turned in to a member of the treatment team immediately upon your arrival to the treatment facility. Failure to do so will result in a major violation.

Telephone

The use of the pay phone is a privilege and may be restricted or removed as a disciplinary action.

Residents can utilize the pay telephone 15 minutes at a time. Residents must wait at least 30 minutes between each phone call. This is to ensure fair access to the phones; however, this rule still applies if you do not see another resident waiting to use the phone. Failure to comply with the phone time limit and/or immediately end your call when a Security Monitor states "Phone Check" will result in an Infraction.

If there is a "phone problem" that cannot be resolved among residents, phone privileges will be taken from those in disagreement for the remainder of the day.

Residents may not give out ANY information regarding clients. The proper response to a caller looking for a client who is not currently in the house is "She is unavailable".

Staff will not take personal messages for residents. Emergency calls will be directed to the Monitor on duty, Program Director or the Case Manager and the message will be passed to the resident as soon as possible.

Residents may use the phone at the Monitor's Station for **business calls only** from 8:00 a.m. to 5:00 p.m., for no more than 15 minutes at a time unless reasonable circumstances exist. Business calls include calling your Probation and Parole Officer, scheduling appointments, contacting treatment centers, and inquiring about employment or housing. Residents must use the pay phones for all other calls. Residents must get the approval of the monitor on duty before using the phone. Residents may be required to wait to use the phone based on monitor duties and other outgoing/incoming calls.

Residents are not allowed to use the phone at the receptionist desk on the 1st floor under any circumstances. You must return to the 7th floor to make a call.

Smoking

MERS Goodwill is a smoke free facility! Cigarettes, lighters, matches, or any other smoking paraphernalia are not allowed in the residential facility and are only allowed in the resident's assigned entryway locker.

Any cigarettes, lighters, matches or smoking paraphernalia found in your possession or in your room inside the residential facility will be confiscated as contraband and discarded. A major violation will be issued and restriction will be applied.

Entryway Lockers

Residents are provided with a key to one of the individual lockers in the entryway on the 7th floor by their Case Manager once they are orientated, or once a locker is available. These lockers are available for the safekeeping of your cigarettes, lighters, matches, cell phone, and cell phone charger **ONLY**. You may not keep rolling papers, loose tobacco, food, drinks, candy, nor items other than those listed above in the locker.

~~Residents may keep e-cigarettes in their locker, but may not bring e-cigarettes into the facility. E-cigarettes may not be used anywhere in the building.~~

You must remove all cigarettes from their original pack and place them into a plastic sandwich bag, obtained from the monitors without bringing your cigarettes past the facility door. Failure to remove your cigarettes from the original pack will result in the *confiscation and discarding* of the entire pack. Residents may not store extra cigarette boxes/ cartons in the monitor station.

You must turn your cell phone off before placing it in your locker. If your cell phone is heard ringing in your locker, you will receive a warning. If it is heard ringing again, the phone will be confiscated. You cannot charge your cell phone anywhere on MERS/Goodwill property. **This will result in a major violation and confiscation of your cell phone.** If your cell phone is confiscated for any reason, the phone will not be returned until your discharge from the facility.

If you enter the locked doors of the facility with a cell phone, cigarettes, lighter, matches, e-cigarette, or other smoking paraphernalia, the items will be confiscated and you will receive a major violation.

You may only access your locker when you are signing out or signing in from the facility. You may not access your locker at any other time unless authorized by your Case Manager or the Director. **Failure to follow this rule will result in loss of your locker privilege and the contents of your locker for the rest of your stay and a major violation.** Residents may not access their locker if going to the hospital by EMS.

You cannot share your locker with any other resident. Sharing a locker will result in a possible violation and loss of locker privileges for both residents.

You are responsible for keeping track of your locker key. If you lose your locker key or leave the key in the lock, you will lose your locker privilege and items in your locker may be confiscated. You must return your locker key prior to *discharging from the facility*. Failure to return your locker key will result in a \$10 charge.

If you have lost your locker privilege or fail to return your locker key upon discharge or absconding and you are returned to the facility at a later date, locker privileges will be at the discretion of the Director.

Any contraband found in a locker will result in a major violation.

Visitation

Visiting hours: Saturday and Sunday (and Thanksgiving and Christmas) 5:30 P.M. to 8:30 P.M.

Residents must complete a "State Visitor Request" form each week. You must submit the completed form to your Case Manager before Tuesday evening, 10:00pm, prior to that weekend's visitation. The resident's PO must approve all visitations. This includes family or friends coming to the facility outside of normal visitation

hours and the resident meeting with family or friends when signed out of the facility, other than during weekend pass time. Any visitor not approved will be denied access to the building.

A resident is allowed three (3) adult visitors over the age of 18, and their biological children. Visitors may only visit with the resident that they signed-in to visit. A visitor may not visit with more than one (1) resident at a time unless the resident is an immediate relative.

Visitors must show identification and sign in every time they visit. Residents with visitors will be paged to the cafeteria, where the visit will take place. Visitors are restricted to this area and may not wander around. An adult visitor must accompany small children. Children may not roam around the cafeteria. If a visitor decides to exit the building, the visit is considered terminated and the visitor will not be allowed back in the building. Once you return to the 7th floor, your visit is terminated with that person.

Packages may only be dropped off to the resident during scheduled visiting hours. All packages brought into the cafeteria will be searched prior to the resident receiving them.

Visitors may not enter the facility with weapons, alcohol, or drugs or under the influence of alcohol or drugs. Visitors will be searched by a handheld metal detector and their property will be searched by the monitor on duty. Please advise visitors of this before they arrive. Staff has the authority to inform a visitor with weapons, alcohol, or drugs in their possession and/or a visitor suspected to be under the influence to leave the facility immediately. Visitors may not use cell phones or cameras in the facility.

Visitors must appear in acceptable dress and to conduct themselves in an acceptable manner. Visitors dressed inappropriately will be denied entry to the building.

Residents must conduct themselves appropriately during visiting. **THE USE OF SEXUAL LANGUAGE, SEXUAL CONTACT, ABUSIVE, OR FOUL LANGUAGE BY EITHER THE RESIDENT OR THE VISITOR WILL NOT BE TOLERATED.** If the Security Monitor witnesses this behavior, the visitation will be terminated immediately. This includes hugging and kissing in an intimate manner. Neither the visitor nor the resident may sit on the other persons lap.

Visitation from authorized professionals must be pre-arranged by the Case Manager and can be scheduled at various times. This would include caseworkers, doctors, attorneys, etc.

Residents may not meet, visit, or socialize with family, friends, or any other individual while signed out from the facility other than during pass time, or unless otherwise specifically approved by the Probation and Parole Officer. This includes interactions with individuals on the way to a destination or at the destination, and receiving unapproved rides. **Such interactions will result in a Major Violation for Unauthorized Visit.**

Association

Residents cannot associate with any convicted felon or misdemeanor outside the confines of this facility. This includes all DOC residents of this facility. Residents may attend treatment and conduct wellness walks together. Exceptions are made with permission from the house Probation Officer.

Residents are not to receive any visits from any person who is under the supervision of the Department of Corrections. If it is discovered that you are receiving visits from an individual who is currently on probation or parole, your visiting privileges will be revoked for the remainder of your stay and you may receive a probation violation for association.

Case Manager

Residents are required to meet with their Case Manager once a week to review plans of action, treatment, status of fees, and problems/concerns. **These meetings are not optional.**

Residents must attend all meetings and appointments assigned by the Case Manager, Probation Officer, and DOC. Staff members are not required to remind you of your scheduled appointments. Failure to attend may result in disciplinary action.

Home plan forms are submitted to your Case Manager who will forward the form to the Probation and Parole Officer for investigation and approval. Residents must have the approval of the Probation and Parole Officer before entering into any contract, e.g. renting an apartment.

Weekly Schedule

Residents must complete and submit their weekly schedules for review by the Case Manager **on Tuesday evenings by 10:00 p.m.**, one week in advance. This ensures your Case Manager has time to verify your appointments, check back with you with any questions, and ensure you are able to sign-out as needed.

Provide all required information on the schedule, including your name, destinations, dates, and times with am or pm. Realize that all schedule entries may not be approved. You will only be allowed to sign out for those activities that have been verified and approved by the Case Manager.

If you are working, and receive your work schedule after the designated submission date, you will need to submit a "revised schedule" to your Case Manager for approval. Your Case Manager will have to verify your added work hours, and sign off on them.

If you fail to submit your schedule in time for approval, you will only be allowed to sign out for work and treatment and will lose your weekend pass.

There will be **NO** same day add-ons added to your schedule. It is your responsibility to prepare for all appointments ahead of time.

Signing In/Out

You must sign-out at the monitor station prior to exiting the facility. **Failure to do so will result in a major violation. Failing to sign-out properly may also place a resident in jeopardy of having a warrant issued for her arrest**

Before signing-out, make sure that you have everything you need to exit the facility. You must exit the security doors after signing out. Once signed out, you are not allowed to go to your room, answer a phone call, or talk to other residents in the facility. You will not be allowed to reenter the facility to use the restroom, get your locker key, or for any other reason.

When you sign-out, you are acknowledging that you are going only to the destination listed and the time you are scheduled to return. You have not completely "signed-out" until the security monitor on duty reviews your information and initials your departure, giving you permission to leave. **Exiting the facility doors without permission from the monitor will result in a major violation.**

When you sign out to a particular destination, you must go directly to that destination. You must walk (if appropriate) or take public transportation unless other arrangements are pre-approved by your Case Manager. You may not go to any other destination. You may not make any stops on the way to or from the approved destination, even if it is on the same route as your destination. **Doing so will result in a major violation for Out of Bounds.**

Destinations are approved for a specific purpose and/or to meet a specific goal. When signed-out to a destination, you may only engage in activities that correspond with the intended purpose of the sign-out. For example, if you sign-out to destinations such as Schnucks or Walgreens for prescriptions, you may not make any

additional purchases, unless pre-approved by your Case Manager. You may not purchase or receive items from any individual at the destination you are signed out to.

If you will be late returning from an appointment, you must call from the destination's phone. A call from your cell phone will not be accepted as proof you are at the approved destination.

If you depart your approved destination sooner than scheduled, you are to report **DIRECTLY** back to the facility. If not, you will be considered unaccounted for from the time you left the destination until the time you actually return to the house. **You will be given a major violation for Unaccountability.**

You must sign-in properly to the facility upon return. You must submit to a Breathalyzer test upon your return. **Failure to sign-in properly and/or refusal to submit to a Breathalyzer test will result in a major violation.**

Treatment

The program Probation and Parole Officer will determine whether or not you will attend a substance abuse assessment. If so, the Officer will notify your Case Manager of your assessment date. Your Case Manager will notify you of this date and will add the assessment to your weekly schedule.

You are required to attend treatment and treatment assessments as directed by your Probation and Parole Officer. You may not miss treatment for any reason, unless you are hospitalized or with prior approval from your Probation and Parole Officer.

Job Seeking

All residents eligible to job search must find employment. If not in treatment, eligible residents must secure full time employment, which consists of one or more jobs totaling thirty-five (35) hour per week or more.

The Case Manager and Probation Officer must approve a resident for job search. Residents in Level 1 treatment, that are receiving SSI/Disability income, ~~that are pregnant~~, or that are awaiting interstate or out of district transfer may not qualify for job search.

Job search residents **MUST** have a working resume, photo identification, and interview appropriate clothing before seeking employment. All residents seeking employment will utilize the computers in the State Common area to look for job openings and fill out online applications. ~~All Job Search clients must attend the mandatory Job Readiness Training class at 8:30 am every Friday morning.~~

Residents may sign-out to attend a scheduled interview, a job fair, or to submit an application if the Case Manager is able to confirm the location is hiring and only accepts applications in person. Provide your Case Manager with requested sign-out information in advance. All job seekers must provide weekly Job Search Logs to the Case Manager during their weekly one on one meetings.

Residents signing-out for job search activities must be dressed in interview-appropriate attire, have a copy of their resume in their possession, and must return with proof of each employer visit.

After gaining employment, all employment information must be reported to and managed by your Case Manager. You must complete and submit an "Employment Verification Form" to your Case Manager immediately upon obtaining employment.

Bus Tickets

Bus tickets are issued to assist you in your reentry process and in meeting your supervision and case management goals. Bus tickets are not issued for recreation activities such as wellness walks and pass time. You will be issued 1-2 bus tickets when signing-out to destinations not in walking distance. As bus tickets

include a 2 hour transfer, the amount of bus tickets issued is based on travel time and time allotted for you to be at the destination. When you are issued bus tickets, you will sign the Bus Ticket form to acknowledge receipt of the tickets.

Employed residents and those receiving SSI/Disability Income will be charged for bus tickets issued at the time of their savings submission. Residents not yet employed or not yet receiving SSI/Disability Income are expected to reimburse MERS/Goodwill for all bus tickets once they begin receiving income.

We strongly recommend that you apply for the Metro Reduced Fare card if you are eligible. This will allow you to buy tickets at a reduced rate. If you are not eligible for the reduced rate, but you receive income from employment, we recommend purchasing a monthly bus pass.

Driving Privileges

Permission to drive must be approved by the State Probation/Parole Officer. Residents must possess a valid operator's license, proof of insurance, legal registration of the vehicle they plan to drive, and a recent driving record from local police prior to driving or bringing their vehicle to the facility. Residents must complete an Authorization to Operate a Motor Vehicle Form.

Resident Savings Account

All residents receiving ANY income are required to submit 50% of the gross amount (amount before taxes and other deductions) to an individual savings account, established at MERS/Goodwill. This includes but is not limited to employment income, SSI/Disability Income, income from self-employment, and received restitution. The full savings balance will be rendered back to the resident upon discharge from the program.

Any and all income received must be reported to your Case Manager immediately upon receipt.

Residents receiving SSI/Disability Income must submit their award letter for income verification. Employed residents must submit their actual pay stub to the Case Manager to verify work attendance and earnings no more than one business day after receiving the paycheck. Employed residents receiving tips must report their cash earnings each day and must submit 50% of that amount to savings.

You may not cash any checks or spend any income received prior to submitting your required savings amount. Failure to comply with this requirement will result in a major violation.

The Case Manager will document your income to determine the appropriate savings submission. The Case Manager will also determine what amount you owe for bus ticket reimbursement. The amount residents are required to submit for bus tickets reimbursement is taken from the remaining Net balance after savings. This means the bus tickets reimbursement amount is paid on top of the 50% of the gross amount.

All payments must be in the form of a money order and must be made out to MERS/Goodwill. You will submit one money order for the savings amount and one money order for the bus ticket amount. You have 24 hours from the time you receive your check, to meet with your Case Manager and get your money orders in. (weekend and holiday hours not included). **Failure to submit your payment within 24 hours will result in a major violation.**

Regardless of the 50% gross amount due to savings and the amount of bus tickets owed, all residents will be left with no less than \$15 per week. If your income is not large enough to cover all bus tickets owed while leaving you with the \$15 per week, the remaining tickets due will be calculated into your next payment.

If at any time a resident fails to pay savings on any given occasion, MERS/Goodwill has the right to make arrangements with your employer for your future checks to be mailed to the facility until your discharge.

Only under specific and select circumstances (work uniforms, medication/medical expenses, rent deposits, court fees/ restitution) is a resident allowed to withdraw funds from their savings prior to discharge. Clients must complete a withdraw form and this must be approved by her Probation and Parole officer.

If the resident escapes/absconds, all savings will be transferred to the Department of Corrections.

If discharging to another DOC residential facility or arriving to MERS/Goodwill from another DOC residential facility, the resident must transfer any savings from the discharging DOC residential facility to their savings account at the receiving DOC residential facility.

Smoke Breaks

All residents not on restriction, or not on rest following a hospital visit, are allowed to go outside for designated accompanied smoke breaks. When on a smoke break you must stay with the accompanying monitor in the smoke area designated. If a resident on restriction or rest attends a smoke break, she will receive an infraction. The monitor also has the right to cancel the smoke break for all residents should a resident on restriction or rest attempt to attend the smoke break.

Smoke breaks are scheduled as follows:

Monday- Friday: 9:45a.m. - 10:00 a.m. 1:45p.m. - 2:00 p.m. 5:45p.m. - 6:00 p.m.
Saturday- Sunday: 9:45a.m. - 10:00 a.m. 1:45p.m. - 2:00 p.m. 4:45p.m. - 5:00 p.m.

The monitors will attempt to stick to this schedule as much as possible. Please note that situations can arise that would delay the start of a smoke break. You must sign your name on the smoke list sheet in the common area prior to each smoke break in order to attend. You are responsible to be ready for smoke break. Staff is not responsible for finding you at smoke break time.

If at any time during a smoke break the monitor feels it is unsafe to continue the smoke break, all residents will be required to immediately put out their cigarettes and follow the monitor's instructions.

Wellness Walks

Clients have the privilege to earn two 30 minute wellness walks per week; Monday - Sunday. The resident must schedule their walks on separate days. You **MUST** put your walks on your schedule when schedules are due. This means Tuesday nights, by 10:00 p.m., a week in advance. Once scheduled, you may not make ANY adjustments, no matter what. They are set in stone.

The walks must be scheduled between 9:30am and 7:00pm during summer months (your walk must end by 7:00pm). During winter months, when it gets dark early, walks must end by 6:00 p.m. Notification will be posted when the change occurs.

Residents are not allowed wellness walks while on restriction or rest. **Residents will not be allowed wellness walks if they fail to turn in a weekly schedule. If you are late from a wellness walk, no matter what the reason, you sacrifice your next walk, as well as receive an infraction or violation.**

Pass Time and Pass Rules- See pass procedure chart

Passes may only be taken Fridays through Sundays. Pass time is earned based on treatment placement and employment/ SSI status. Passes are granted based on the resident's successful participation in programing and completion of case management plans and goals. Your Case Manager and Probation Officer will determine this plan, and outline the objectives with you.

You cannot combine pass times with wellness walks. Pass time cannot interfere with your treatment schedule. If you are scheduled to work and your pass will expire **BEFORE** you get off, you will need to sign in from your

pass before going to work. You can only go to work while on pass if your pass time does not expire while you are at work. This rule applies to treatment as well.

You may not sign out for a pass until 6:00am. You must sign out for all passes before 9:00 p.m. on the day of your pass time departure and all passes must end by 9:00 p.m. on the day of your pass time return. If you return to the facility prior to the return time indicated on your pass, you forfeit the remainder of the pass.

Qualifying residents must submit a Weekend Pass Request to their Case Manager no later than the Tuesday evening by 10:00 p.m. prior to the pass exit date. Pass requests submitted after this deadline will be denied.

MERS/ Goodwill State Halfway House Pass Procedure

| Level | Pass Time | Treatment | Employment/ SSI/ Disability | Programming |
|---------|-----------|---|---|--|
| Base | 0 | -None- New Arrival/ Orientation Week or -Current restriction due to major violation | N/A | -Not following program directives as determined by Probation Officer and Case Manager and/or -Currently on restriction from major violation. |
| Bronze | 6 | -Level 1 treatment or not yet assessed (but assessment has been scheduled) | N/A | -Not following program directives (eg Anger Management, Community Service, Mental Health Treatment, etc) |
| Silver | 12 | -Level 2 or 3 treatment or no treatment required (per assessment or PO) | -Not employed and -Not receiving SSI/ Disability -Has not provided doctor's note verifying inability to work | -Participating in required programming |
| Gold | 24 | -Level 2 or 3 treatment or no treatment required | <ul style="list-style-type: none"> - Employed and working at least 20 hour/week or in Level 2 and working at least 8 hours/week Receiving SSI/Disability Verified application for SSI and has provided doctor's note proving inability to work | <ul style="list-style-type: none"> -Compliant with program requirements and Medication compliant -Some exceptions at PO and CM's discretion based on programming |
| Diamond | 48 | -Level 2 treatment for at least 4 weeks or -Level 3 treatment or no treatment required | <ul style="list-style-type: none"> Employed and working at least 35 hours/week or in Level 2 and working at least 20 hours/week Receiving SSI/Disability Applied for SSI/Disability and provided doctor's note | <ul style="list-style-type: none"> -No violations or infractions for at least one month and -Pays savings regularly and -Medication compliant and -Meets case management goals |

*All clients begin at the Base level. Following orientation week, you will be placed at the level that corresponds with your programming and treatment status. It is your responsibility to provide verification of all level requirements to your Case Manager. You will receive the specified pass time based on your level as of Tuesday night when passes are due. You cannot change your level after passes are signed.

*If you receive a restriction for a major violation, you will return to the Base level. You must then spend one week at each level until you have returned to your programming level.

*If you are at the Diamond level and receive one infraction, you will move down to the Gold level. You must reach four weeks with no infractions or violations to return to the Diamond level.

Residents may split their pass time between different days (Friday – Sunday), but can only receive one pass per day. All pass requests must add up to no more than the total number of hours your pass level allows.

Once your pass time has been approved, you cannot make changes. If you fail to sign out on time, your return time will not change. **If you are late arriving from your pass, no matter what the reason, you will receive an infraction or violation. Calling to advise you will be late will not affect the outcome.**

Your pass form must have all of the necessary information, or it will not be approved (e.g. destination name, address, phone number, exit and return times, signatures). Passes **may not** be taken at hotels/ motels.

If you would like to take a pass outside of St. Louis City and County you must submit a travel permit request form to your Case Manager a week in advance, Tuesday night by 10:00pm. Remember, these forms are due a week before the pass for that weekend is due.

If placed on restriction for a major violation, your pass time is cancelled for the week, and you will drop back to the Base level. You must work your way back up through the levels from the beginning.

Court/Medical Passes

Court/Medical appointments requiring a pass (anything over 3 hours) will need to be submitted one week in advance. Court/Medical passes are not awarded based on time or successful programming, and can be submitted to your Case Manager as needed. You should submit court/medical passes to your Case Manager no later than Tuesday evening prior to the pass exit date. Your Probation and Parole Officer must approve all passes prior to you taking them.

Client Holiday Time

Clients may receive additional pass time, if in program compliance, for Thanksgiving and Christmas. Holiday pass time may range from 6 to 24 hours, as determined by the Probation/ Parole Officer and must be taken on the day of the holiday. The Case Manager will notify you of this amount. Residents may not combine their holiday pass with a weekend pass.

Chores/ Facility Cleanliness

All residents are assigned one or more chores each week. The chore assignment and sign-off sheet is posted in the common room area. If you are allergic to or cannot be exposed to a specific cleaning supply, notify your Case Manager immediately. You may be required to submit medical documentation.

All chores must be complete by the designated times. Residents may begin morning chores any time after 5:00 a.m. If you have to leave early, you need to get up early enough to complete the chore prior to leaving. If you are employed and return to the facility late in the evening, you are still expected to have your chores done when you return to the facility.

When assigned mop detail, you must sweep prior to mopping. You must also place “Wet Floor” signs in the area you are mopping. Empty and put away the mop bucket when you finish.

You are required to complete your chore, return all cleaning supplies to their proper place, and sign-off indicating your completion of the chore(s). You may not sign-off indicating chore completion if you have not completed the chore. The Security Monitor will verify chore completion. **If you fail to complete your assigned chore(s) and/or sign-off indicating completion of your chore(s), you will receive an Infraction.**

All residents are required to maintain the cleanliness of their rooms. **Failure to keep your area clean and bed made will result in an Infraction.**

All residents are responsible for keeping the facility, including their bedroom, the common area, and the bathrooms, neat and clean. If you see something out of order or dirty, take the initiative to straighten or clean the area. Pick up all personal items; throw all cups, wrappers, containers etc. in the trash. Clean all spills immediately and place chairs under the tables where they belong. When you use the restroom, flush the toilet and make sure that all contents have been discarded before you leave the stall. Make sure the sink area is free of hair, used paper towels, toothpaste, and other debris. Remember, everyone here has to use the same facilities. Please be respectful and mindful of others.

Residents are responsible for keeping the coffee pot and the area around it clean. Residents are responsible for supplying their own coffee, sugar, creamer, cups and filters. **If there are disputes over the use of these supplies or if the coffee pot is not kept clean the coffee pot will be removed indefinitely.**

Residents may not store or leave food, drinks, or cups unattended in the common room area or outside of their room. All food and drinks must be consumed and/or disposed of prior to in-house curfew.

If at any time the Common Area or Bathrooms are left in disarray, an automatic **8:00 p.m. CURFEW WILL BE APPLIED TO ALL RESIDENTS FOR THREE DAYS.** For every consecutive day the Common Area and or Bathrooms are left in disarray, the 8:00 p.m. curfew will be extended another three days.

Possible Arrest and Termination from the Program

If you commit an illegal act while in the facility, we will contact law enforcement and recommend your arrest. **You will also receive a major violation.** We will also recommend your termination from the program. The State of Missouri will make the final decision regarding your termination.

The following list includes possible reasons a recommendation for your arrest and/or termination may occur:

ANY PHYSICAL/ SEXUAL CONFRONTATION OR VERBAL THREATS TOWARDS A STAFF MEMBER OR RESIDENT.

POSSESSION OF FIREARMS OR ANY WEAPON DEFINED AS LETHAL OR DEADLY BY LAW.

THE USE OF ANY DRUGS OR ALCOHOL WITHIN THE FACILITY.

DAMAGING or STEALING FACILITY, STAFF, OR OTHER RESIDENTS' PROPERTY.

Violations

If you receive a major violation, the Director will meet with you to discuss the incident. In the event the Director is unavailable, your Case Manager may be appointed to meet with you regarding the incident. You will be given an opportunity to respond to the violation at that time. The Violation and your response will then be forward to your Probation Officer.

Anyone receiving a Major Violation will be placed on Restriction for 1 week, with the exception of positive urinalysis or breathalyzer tests, which will result in a 2-week restriction.

The restriction consists of:

NO PASS TIME, WELLNESS WALKS, or SMOKE BREAKS

You may only go to work, treatment, medical appointments, and court/legal appointments while on restriction.

The Director and Probation and Parole Officer have the authority to increase the length of restriction based on the severity of the violation. "Total Restriction" may also be applied. Residents on Total Restriction will remain in the 7th floor facility during meal time. Your food will be brought to you.

If on restriction you receive a Major Violation, the restriction will be extended an additional week, and so on.

You are allowed visitation while on restriction; however, this privilege may be revoked due to continued violations or at the discretion of your Probation and Parole Officer.

The following is a list of activities that would warrant a major violation. This list is not 100% inclusive, but is designed to help you determine what activities are strictly forbidden in this facility. If you ever have any questions regarding any activity, please see a Staff Member.

- Fighting, including pushing and shoving another client or staff;
- Threats of violence against Staff or residents;
- Sexual misconduct;
- Forcible misconduct - using force or threats of force to obtain compliance from another;
- Engaging in sexual activity, whether forced or consensual;
- Possession of firearms or any weapon defined as lethal or deadly by law;
- Possession of violent, racially inflammatory, or sexually explicit material;
- Possession of material that portrays drugs, alcohol, or any illegal activity;
- Entering a bedroom you are not assigned to or being on or in another resident's bed;
- Vandalism, theft, or destruction of property- either MERS/Goodwill, staff, or residents property;
- Tampering with video cameras or equipment;
- Disassembly or destruction of smoke alarms;
- Violation of the law – being arrested;
- Refusal to allow your personal belongings, packages, purse, or person to be searched;
- Possession of alcohol, drugs, or “loose” pills in the facility, or on the property of MERS/Goodwill;
- Testing positive on a Urinalysis or Breathalyzer Test;
- Refusal to take a drug test (urine sample) or Breathalyzer test, or submitting a dilute urine sample;
- Failure to submit a urinalysis in the required 2-hour time frame;
- Smoking in the building. Bringing cigarettes, lighters, matches, or e-cigarettes into the facility;
- Possession of any contraband;
- Escape or unauthorized leave from the facility or failure to properly sign-out of the facility;
- Unaccountability or Out of Bounds- Changing destination without approval. Not going to destination signed out to. Returning late to the facility without appropriate notification/ approval;
- Failure to attend required treatment and or meetings;
- Refusing to go to work or quitting a job without permission;
- Unauthorized visits;
- Operating or riding in a motor vehicle without prior permission;
- Gambling;
- Failure to follow requirements outlined under “Medical Care/Sick Procedures” and “Medication”;
- Failure to submit paycheck, savings, or bus ticket payment in given time frame;
- Entering an unauthorized area of the building, wrong floor, or “staff only” areas.
- Possession of a razor, hair dryer, curling iron, or flat iron in your room;
- Use of extension cords and/or multipurpose plugs;
- Tampering with heating and cooling system or thermostat;
- 6 infractions or more.

Infractions

If you receive an Infraction, the Director (or Case Manager if the Director is unavailable) will meet with you to discuss the incident. You will be given an opportunity to respond to the Infraction at that time. The Infraction and your response will then be forward to your Probation Officer.

Anyone receiving an Infraction will be placed on restriction as follows:

1st Infraction = 1 day of restriction

2nd Infraction = 2 days of restriction

3rd Infraction =3 days of restriction

4th Infraction =4 days of restriction

5th Infraction =5 days of restriction

6th or more Infractions will become Major Violation and treated as such.

The restriction consists of:

NO PASS TIME, WELLNESS WALKS, or SMOKE BREAKS

You may only go to work, treatment, medical appointments, and court/legal appointments on restriction.

If you are at the Diamond level and receive an infraction, you will move down to the Gold level. You must reach four weeks with no infractions or violations to return to the Diamond level.

The following is a list of activities that would warrant an Infraction. This list is not 100% inclusive. This list is designed to help you determine what activities are not allowed in this facility. If you ever have any questions regarding any activity, please see a Staff Member.

- Failing to complete/do assigned chore;
- Messy bedroom or unmade bed;
- Failing to wash linens for more than one week;
- Ignoring 15 min telephone limit;
- Attending smoke break while on restriction or rest;
- Late return;
- Using profanity;
- Inappropriate dress in the common area;
- Food or drink in the bedroom (water excluded);
- Being in the common area or bathroom before 5 a.m. or after curfew;
- Being in the common area or bathroom while the floor is "shut down";
- Accessing social media sites on the computers;
- Using computers designated for federal residents.

Use of Alcohol/Drugs

Alcohol or drugs, including prescription drugs and synthetic drugs (e.g. K-2, bath salts) may not be used, sold, traded, taken, or given away on or off the premises of MERS/Goodwill.

Residents must totally refrain from the use of drugs and alcohol. Residents may not consume alcohol in any form. **This includes cough syrup, mouthwash, etc.**

Staff reserves the right to administer a Breathalyzer test or take a urine sample at ANY TIME. Refusal of either test will result in a major violation.

If requested to give a urine sample, the resident will be seated in view of the Monitors Station and under the direct supervision of staff until an acceptable sample is collected. **Failure to produce an acceptable urine sample within two (2) hours of the request will result in a Major Violation.** The resident may not leave the common area or staff supervision until instructed by the Security Monitor. When submitting a urinalysis you must follow the Security Monitor's instructions.

Submitting a dilute or adulterated UA will result in a major violation. No exceptions.

Residents may request a drug test confirmation, if not already confirmed; however, drug test confirmation is at the expense of the resident. Any resident requesting drug test confirmation must submit this expense in the form of a money order to MERS/Goodwill before the confirmation request will be submitted.

Conduct (General)

Residents MAY NOT use verbally offensive or abusive language to any staff or resident. ANY aggressive behavior displayed by a resident to any staff member or resident will not be tolerated. This includes yelling at a staff member or resident, standing in the face of any staff member or resident in a confrontational manner, cursing at or to any staff member or resident, whether directly or indirectly, etc.

Sexual comments, harassment, or teasing directed towards, and touching of, staff or resident(s) is not tolerated.

Any resident who displays ANY of the above mentioned behaviors will receive a major violation.

Staff may “shut down” the floor as necessary to ensure the safety and security of residents. When the floor is “shut down”, you must immediately go to your assigned room. You may not enter the common area or bathroom until the floor is re-opened by staff.

Intentionally inflicting physical harm or bodily injury upon oneself will not be tolerated.

Residents must report any new arrests or encounters with law enforcement authorities. Residents should resolve any pending warrants immediately. Residents must also notify staff if they have been victimized.

Residents may not borrow or loan money or clothing items to other residents. This also includes the selling of clothing or any other item. Residents cannot perform services for other residents for a fee. For example, doing someone’s hair or nails for money. You cannot conduct business of any kind with another resident.

Proper dress and behavior are expected of residents at all times. Residents must wear shirts, pants, and shoes outside their sleeping area at all times. Residents may wear bathrobes when in route to or from the showers. Residents may not wear hats or any head coverings in the facility except when in bed. Residents may not wear sunglasses inside the facility. Clothing with any type of alcohol/drug related advertising, profanity or sexual pictures or comments are prohibited. Staff reserve the right to determine whether attire is appropriate.

Residents are expected to practice good personal hygiene and to keep their clothing neat and clean.

Residents are not allowed to visit any other floor of MERS without permission from staff. Residents may be in the dining room only during authorized meal times and visiting hours.

Residents may not utilize the fire escapes except during drills or emergencies.

Contraband

An Infraction or Major Violation will be issued if the below contraband is found on your person, in your property, in your room, or if your prior possession of the contraband is confirmed. Due to the vast number of items considered contraband, this list is not 100% inclusive. If you ever have any questions about something being contraband, ask a staff member.

Drugs, drug paraphernalia, or products containing alcohol

| | | | |
|--|--------------------|-------------------|-----------------------|
| Drugs or “Loose Pills” | Drug Paraphernalia | Needles/ Syringes | K-2 Type Substance |
| Bath Salts/ Synthetic Drugs | Liquid Alcohol | Cough Syrup | Mouthwash of any kind |
| Nail Polish Remover (pads are allowed) | | | |

Any item that may be considered a weapon.

| | | | |
|-----------|--------------|--------------------|------------------|
| Guns | Ammunition | Knives of any kind | Letter Openers |
| Scissors | Razor Blades | Box Cutters | Metal Nail Files |
| Ice Picks | Tasers | Mace/Pepper Spray | Brass knuckles |
| Hammers | Screwdrivers | Night Stick | Baseball Bats |

Other Contraband

| | | | |
|-----------------------------|---------------------|-----------------------|------------------------|
| Cigarettes/Lighters/Matches | E-cigarettes | Cell Phones/ Chargers | Lap top computers |
| Pagers | Cameras | Candles/ Incense | "Bootleg" DVDs |
| Pornographic Material | Rope | Razors | Aerosol Cans |
| Tattoo Guns or Devices | Electric Blankets | Irons | Liquid Bleach |
| Curling Irons/Hair Dryers | Space Heaters | Hot plates/ Stingers | Glass Items |
| Gambling Equipment | Musical Instruments | Food/Drinks | Dolls/ Stuffed Animals |

The following materials are not allowed and will result in a major violation if discovered:

1. Material that promotes violence, disorder or the violation of state or federal law;
2. Material that is so racially inflammatory as to be reasonably likely to cause violence;
3. Material that contains information that can be used to instill violence or hatred among the offender residents;
4. Material that contains information on the design, construction, use or purchasing of any item which could endanger others or security of the residential facility;
5. Material that portrays what appears to be illegal drugs or substances;
6. Material that portrays or describes recipes or processes for brewing alcoholic beverages or manufacturing drugs;
7. Material that encourages or instructs in the commission of criminal activity;
8. Personal photographs which exhibit nudity;
9. Material that depicts, describes or encourages activities which may lead to the use of physical violence or group disruption; and
10. Material that portrays explicit sex acts, sadistic sex acts, or sex acts in violation of state or federal law or sex acts;
 - a. Where one participant appears to be non-consenting;
 - b. Where one participant appears to be forceful, threatening, or violent;
 - c. Where one participant is dominating another;
 - d. Where one participant is degraded or humiliated;
 - e. Where one participant appears to be a child;
 - f. Where there appears to be any form of penetration;
 - g. Where any bodily excretory function is portrayed; or
 - h. Where the material portrays bondage, sadomasochistic behavior or bestiality;

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

Residents may not possess EBT cards. They must turn in these cards, which will be returned upon discharge.

Residents may not possess any form of identification (such as id cards, social security cards, birth certificates, etc.), electronic financial cards (such as credit cards, debit cards, prepaid cash cards, etc.), or any such item containing the name of an individual other than the resident. **If found, the resident will receive a Major Violation. Law enforcement may also be contacted.**

| |
|---------------|
| Curfew |
|---------------|

Curfew hours are from 9:00 p.m. until 6:00 a.m. Unless on an overnight pass, departing, or arriving from work, a resident must be in the facility between these hours.

In house curfew is from 10:00 p.m. to 5:00 a.m., at which time residents must clear the common area, including bathroom.

After 10:00 p.m., if any one roommate would like the lights out, the lights must be turned out immediately. If there is conversation in the rooms, it is to be moderate. If at any time it disturbs ANY of your roommates, all

conversation must stop. This also includes the use of TV's and radios. Radios and/or televisions played in violation of this rule will be confiscated until the resident can remove them from the facility. Once the radio/television is confiscated, the resident will forfeit their right to have a personal radio and/or television.

If you enter the facility after curfew and need to wash your work uniform, you must get permission from the monitor on duty.

Searches

MERS/Goodwill reserves the right to conduct body searches, including metal detection, pat-downs and strip searches, of any and all residents when deemed necessary. Your personal property, sleeping area, and the facility are subject to search at all times. Staff will search all packages, bags, and purses brought into or taken out of MERS/Goodwill. Your presence is not required during search of your property or sleeping area. Due to time restraints, staff will not necessarily place your property back to the way it was found. You do not have the right to refuse search of your person or belongings.

Grievances

The Halfway House program is operated by MERS/Goodwill as contracted by the State of Missouri Department of Corrections. Concerns regarding program rules, policies, and procedures should be directed to the Program Director. Any concerns regarding your probation and/or parole supervision should be directed to Probation and Parole.

Should you have any concerns or complaints regarding decisions made or actions taken by staff, you are encouraged to first present your concerns to the staff member directly. This is to encourage self-advocacy and helps clarify misunderstanding. If your concern cannot be resolved at that level, you are encouraged to discuss your concern with the Security Monitor Supervisor or Program Director.

If for any reason you feel you have been discriminated against or your rights have been violated by a MERS/Goodwill employee, you may file a grievance.

If you feel that you have been sexually harassed by staff or other residents, you may file a grievance, contact the Director, or contact the Unit Supervisor of Probation and Parole.

You may obtain a grievance form from the Program Director, your Case Manager, a Security Monitor, or from the "form wall". After completing the Offender Grievance Form, you may turn it in to the Program Director or place in the grievance mailbox by the elevators on the 7th floor. The Program Director will respond within five (5) calendar days.

If for whatever reason you are not satisfied with the response given by the Program Director, you have a right to appeal it to the State Regional Coordinator.

Grievances against the liaison officer should be submitted to the liaison officer's supervisor.

Local Client Outreach Services

Medical Clinics

| | | |
|--------------------|-------------------------|--------------|
| Care STL | 5471 Martin Luther King | 314-367-5820 |
| Affinia Health | 1717 Biddle | 314-814-8700 |
| | | 314-814-8585 |
| Planned Parenthood | 4251 Forest Park | 314-531-7526 |

Emergency Room

| | | |
|-------------------------------|--------------------------------|--------------|
| Barnes Hospital | 1 Barnes Jewish Hospital Plaza | 314-362-9123 |
| St. Louis University Hospital | 3635 Vista Ave. | 314-577-8000 |

Mental Health

| | | |
|----------------------|-----------------------|--------------------------------|
| St. Alexius Hospital | 6150 Oakland Ave. | 314-865-7000 |
| BJC Mental Health | 1430 Olive | 314-206-3700 |
| BHR | Crisis Hotline | 314-469-4908 (24-Hour Hotline) |
| Independence Center | 4245 Forest park Ave. | 314-533-4245 |

Substance Abuse Treatment

| | | |
|----------------|-----------------------|--------------|
| New Beginnings | 1027 Vandeventer Ave. | 314-367-8989 |
| BASIC | 3654 S. Grand | 314-621-9009 |
| Queen of Peace | 325 N. Newstead | 314-531-0511 |

Dentist

| | | |
|----------------------|-------------------------|--------------|
| Comprehensive Health | 5471 Martin Luther King | 314-367-5820 |
| Affinia Dental | 1500 Park Ave. | 314-898-1700 |

Prescriptions

| | | |
|--------------------|-------------------|--------------|
| Schnucks Culinaria | 315 N. 9th Street | 314-436-7491 |
| Walgreens | 4218 Lindell | 314-371-4286 |
| Affinia Pharmacy | 1717 Biddle | 314-898-1061 |

Social Security/ Disability

| | | |
|---------------------------------|--------------------------------|----------------|
| Social Security Office/Medicaid | 171 N. 16 th Street | 314-621-2704 |
| | 1301 Chouteau | 1-800-772-1213 |

Birth Certificate/Identification

| | | |
|---------------------------|--------------------|--------------|
| St. Louis City Hall | 1200 Market Street | 314-622-4000 |
| St. Francis Xavier Church | 3628 Lindell | 314-977-7308 |

Clothing Assistance

| | | |
|--------------------|---------------------|--------------|
| St. Patrick Center | 800 North Tucker | 314-802-0700 |
| Dream Center | 4324 Margareta ave. | 314-381-0700 |

Sexual Assault Crisis Support/ Victim Advocacy

| | | |
|------------------|------------------|--|
| YWCA | 3820 W. Pine | 314-531-RAPE (7273)/314-531-1115 (24-Hour Crisis Hotline) |
| Safe Connections | 2165 Hampton Ave | 314-646-7500 (24-Hour Crisis Helpline) |

Sexual Assault Nurse Examiner (SANE)

| | | |
|-------------------------------|--------------------------------|--------------|
| St. Louis University Hospital | 3635 Vista Ave. | 314-577-8777 |
| Barnes Hospital | 1 Barnes Jewish Hospital Plaza | 314-362-9123 |

JOB DESCRIPTION

Name (Print): _____

Position/Title: Director

Reports to: Vice president or Executive V.P. Rehab Services

Positions Supervised: All Staff at Designated Site

Classification: Executive

Category: Exempt

Status: Salaried

Qualifications:

Bachelor's degree in Social Services (Masters with License Preferred) with a minimum of 2-years supervisory experience

Primary Duties:

1. Ability to train staff in agency policies and procedures
2. Maintains working knowledge of CARF or other governing body standards and ensures their implementation on an ongoing basis
3. Develop and maintain active partnerships with funding sources on both a programmatic and administrative level
4. Demonstrates ability to negotiate relationships, provide leadership, and motivate staff, supervisors, and make decisions under difficult circumstances
5. Monitors assessment of program quality and utilizes results to improve individual consumer planning, as well as programmatic planning as well as programmatic planning and development
6. Has an orderly approach to daily work that ensures all assignments are completed on time and that appropriate duties are delegated and followed up on
7. Shows ability to effectively manage staffing patterns given financial and program outcome information and to ensure that income and expenses of location are within a reasonable variance (10%) of budget. Analyzes and recommends action when performance varies from budget
8. Maintains an active caseload that ensures personal fiscal performance and sets a positive example for center staff
9. Participates in discussion and development of best practices with other Area Center Directors to ensure that services and paperwork is standardized and that we are advancing the performance and reach of the agency
10. Other duties as assigned

My signature below indicates I have read, understand and agree to assume all responsibilities of the aforementioned position. I further understand that my failure to comply with the requirements listed within could result in the termination of my employment.

Employee Signature

Date

Supervisor/Witness Signature

Date

Revised 07/2012

Name: C. Dawayne Barnett

Position/Title: CFO

Classification: Professional

Reports to: CEO

Category: Exempt

Status: Salaried

Positions Supervised: Accounting, Purchasing, Information Technology, Health/Safety and Benefits

Qualifications: Bachelor's degree in Accountancy or Finance with 10-years of experience in financial leadership preferably with a non-profit organization exceeding \$100 million in revenues. A MBA or CPA is required and the person should have strong leadership and analytical skills.


Primary Duties: The CFO is responsible for managing and directing the accounting, purchasing, information technology, benefits and health/safety departments. This position must ensure that accounting policies and procedures have adequate controls which allow for accurate and timely completion of financial statements and annual budgets. In addition, the CFO must lead in the development and review of all agency financial objectives and ascertain that assets are properly used / safeguarded, including, but not limited to cash management and information technology infrastructure.

Essential/Primary Functions:

1. Develops and oversees accounting policies and procedures for all transaction cycles, including the automation of computer applications.
2. Prepare monthly financial statements that are accurate and timely.
3. Performs analysis of the Agency's financial position and coordinate completion of the annual audit and budget.
4. Oversees the development of technology infrastructure including record retention, disaster recovery and daily/weekly/monthly backup plans.
5. Directs the Agency's property and liability, workers compensation and employee benefit programs.
6. Serves as staff liaison for all committees as directed by CEO.
7. Other duties as assigned.

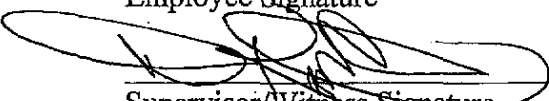
Comments:

My signature below indicates that I have read, understand and agree to assume all responsibilities of the aforementioned position. Further, I understand that my failure to comply with the requirements listed within could result in the termination of my employment.



Employee Signature

11/22/16
Date



Supervisor/Witness Signature

11/22/16
Date

JOB DESCRIPTION

Name (Print): _____

Position/Title: Lead Security Monitor

Reports to: Program Director

Positions Supervised: None

Classification: N/A

Category: Non-Exempt

Status: Hourly

Qualifications: HS diploma or GED and ability to pass governmental background check are required. Requires ability to observe and work well with people; and have strong written/verbal communication skills.

Essential Training Requirements: Manual, First Aid, CPR certification, Blood-Borne Pathogens Training, all training required by the Missouri Department of Corrections (DOC) and Federal Bureau of Prisons (BOP); and other training as needed.

Primary Duties:

1. Ensure all Security Monitors on staff meet essential training requirements such as CPR and First Aid Certification, and monthly staff trainings
2. Schedule Security Monitors and submits work schedules to supervisor in a timely manner
3. Effectively supervise the performance of Security Monitors by consistently reviewing their documentation and areas of responsibility, implementing corrective actions when problems are identified
4. Review client folders for accuracy
5. Review medication logs
6. Complete Performance Appraisals to evaluate Security Monitor performance.
7. Hire and train all Security Monitors
8. Responsible for oversight of monitor budget
9. Schedule and oversee random room searches and hourly rounds
10. Maintain driving log and vehicle searches
11. Other duties as assigned

My signature below indicates that I have read, understand and agree to assume all responsibilities of the aforementioned position. Further I understand that my failure to comply with the requirements listed within could result in the termination of my employment.

Employee Signature

Date

Supervisor/Witness Signature

Date

Revised 07/2012

JOB DESCRIPTION

Name (Print): _____

Position/Title: Security Monitor

Classification: N/A

Reports to: Program Director

Category: Non-Exempt

Positions Supervised: None

Status: Hourly

Qualifications:

HS diploma or GED and ability to pass governmental background check are required. Requires ability to observe and work well with people; and have strong written/verbal communication skills.

Essential Training Requirements:

Manual, First Aid, CPR certification, Blood-Borne Pathogens Training, all training required by the Missouri Department of Corrections (DOC) and Federal Bureau of Prisons (BOP); and other training as needed.

Essential Duties:

1. Monitor physical facilities to ensure safety and security
2. Supervise interaction of residents
3. Monitor sign-in/out activities of residents to ensure accuracy of detail and whereabouts
4. Conduct random personal and room searches as required
5. Complete and file all required reports and documents
6. Conduct drug testing of residents as required
7. Remain current on all MERS/Goodwill, DOC, and BOP policies and procedures; participate in all staff training as scheduled
8. Maintain current First Aid and CPR training
9. Maintain confidentiality according to agency, DOC, and BOP guidelines
10. Other duties as assigned

My signature below indicates that I have read, understand and agree to assume all responsibilities of the aforementioned position. Further I understand that my failure to comply with the requirements listed within could result in the termination of my employment.

Employee Signature

Date

Supervisor/Witness Signature

Date

Revised 07/2012

JOB DESCRIPTION

Name (Print): _____

Position/Title: Services Liaison

Reports to: Site Director

Positions Supervised: None

Classification: N/A

Category: Non-Exempt

Status: Hourly

Qualifications: High School/GED required with work experience, Bachelor's Degree Preferred with direct experience working in the field of Social Services. Strong interpersonal skill, with excellent verbal and written communication skills is required.

Primary Duties:

1. Conduct intake interviews with potential consumers, incorporating information given by other involved parties. Establish eligibility, if appropriate
2. Establish professional and ethical relationship, develop/maintain individual plan for services
3. Conduct individual/group sessions as needed for program orientation and/or Job Readiness Training
4. Meet performance outcomes in enrollments, graduation rate, entered employment, average wage, and retention details
5. Develop and maintain good communication and working relationships with referring staff and internal team
6. Develop and maintain knowledge of required outcome reporting system as required by project or grant
7. Maintain client files with all required agency and funding source paperwork and complete all paperwork in a timely manner. Maintain confidentiality according to agency guidelines
8. Maintain knowledge of community resources that can be utilized to support consumer needs (i.e. transportation, medical, child care, utilities, etc.). Make referrals, advocate, and follow-up
9. Model workplace appropriate attire, interactions, etc.
10. Actively participate in staff meetings, Career Center meetings, and other community activities whenever possible/appropriate
11. Other duties as assigned

My signature below indicates that I have read, understand and agree to assume all responsibilities of the aforementioned position. Further I understand that my failure to comply with the requirements listed within could result in the termination of my employment.

Employee Signature

Date

Supervisor/Witness Signature

Date

Revised 07/2012

EXHIBIT G
PARTICIPATION COMMITMENT

Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment – If the vendor is committing to participation by or if the vendor is a qualified MBE/WBE and/or organization for the blind/sheltered workshop and/or a qualified SDVE, the vendor must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the vendor’s proposal.

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the vendor must either (1) enter the participation percentage under MBE or WBE, **or** must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

Place a check in the appropriate box below for gender of residential slots proposed in the geographic region proposed. There should only be **ONE** gender box and ONE geographic region box checked. If proposing multiple genders/geographic regions, copy and complete this Participation Commitment Exhibit for each proposed gender/geographic region.

| Gender | | | | | |
|---|---|---|---|---|---|
| <input type="checkbox"/> Male | | | <input type="checkbox"/> Female | | |
| Geographic Region | | | | | |
| <input type="checkbox"/> Eastern Region | <input type="checkbox"/> North Central Region | <input type="checkbox"/> Northeast Region | <input type="checkbox"/> Southeast Region | <input type="checkbox"/> Southwest Region | <input type="checkbox"/> Western Region |

| MBE Participation Commitment Table | | |
|---|---|--|
| (The services performed or the products provided by the listed MBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.) | | |
| Name of Each Qualified Minority Business Enterprise (MBE) Proposed | Committed Percentage of Participation for Each MBE (% of the Actual Total Contract Value) | Description of Products/Services to be Provided by Listed MBE <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the MBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i> |
| 1. | % | Product/Service(s) proposed: RFP Paragraph References: |
| 2. | % | Product/Service(s) proposed: RFP Paragraph References: |
| 3. | % | Product/Service(s) proposed: RFP Paragraph References: |
| Total MBE Percentage: | % | |

EXHIBIT G, continued

| WBE Participation Commitment Table | | |
|--|--|---|
| <i>(The services performed or the products provided by the listed WBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)</i> | | |
| Name of Each Qualified Women Business Enterprise (WBE) proposed | Committed Percentage of Participation for Each WBE (% of the Actual Total Contract Value) | Description of Products/Services to be Provided by Listed WBE <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the WBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i> |
| 1. | % | Product/Service(s) proposed: |
| | | RFP Paragraph References: |
| 2. | % | Product/Service(s) proposed: |
| | | RFP Paragraph References: |
| 3. | % | Product/Service(s) proposed: |
| | | RFP Paragraph References: |
| Total WBE Percentage: | % | |

| Organization for the Blind/Sheltered Workshop Commitment Table | | |
|--|--|---|
| <ul style="list-style-type: none"> The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million. The vendor may propose more than one organization for the blind/sheltered workshop as part of the vendor's total committed participation. However, the services performed or products provided must still meet the requirements noted herein. | | |
| Name of Organization for the Blind or Sheltered Workshop Proposed | Committed Participation (\$ amount or % of total value of contract) | Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i> |
| 1. | | Product/Service(s) proposed: |
| | | RFP Paragraph References: |
| 2. | | Product/Service(s) proposed: |
| | | RFP Paragraph References: |
| Total Blind/Sheltered Workshop Percentage: | % | |

EXHIBIT H

DOCUMENTATION OF INTENT TO PARTICIPATE

If the vendor is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the RFP, the vendor must either provide this Exhibit or letter of intent recently signed by the proposed MBE/WBE, Organization for the Blind, Sheltered Workshop, and/or SDVE documenting the following information with the vendor's proposal.

~ Copy This Form For Each Organization Proposed ~

Vendor Name: _____

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the vendor identified above.

Indicate appropriate business classification(s):

___ MBE ___ WBE ___ Organization for the Blind ___ Sheltered Workshop ___ SDVE

Name of Organization: _____

(Name of MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)

Contact Name: _____ Email: _____

Address (If SDVE, provide MO Address): _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

SDVE's Website Address: _____ Certification (or attach copy of Expiration Date: _____ certification)

Service-Disabled Veteran's (SDV) Name: _____ SDV's Signature: _____

(Please Print)

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

Describe the products/services you (as the participating organization) have agreed to provide:

Authorized Signature:

*Authorized Signature of Participating Organization
(MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)*

Date

EXHIBIT H, continued

DOCUMENTATION OF INTENT TO PARTICIPATE

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)

If a participating organization is an SDVE, unless the Service-Disabled Veteran (SDV) documents were previously submitted within the past three (3) years to the Division of Purchasing (Purchasing), the vendor **must** provide the following SDV documents:

- ✓ a copy of the SDV's Certificate of Release or Discharge from Active Duty (DD Form 214), and a copy of the SDV's disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or a Department of Defense determination of service connected disability.

(NOTE: The SDV's Certificate of Release or Discharge from Active Duty (DD Form 214), and the SDV's disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or Department of Defense determination of service connected disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

The vendor should check the appropriate statement below and, if applicable, provide the requested information.

- No, I have not previously submitted the SDV documents specified above to Purchasing and therefore have enclosed the SDV documents.
- Yes, I previously submitted the SDV documents specified above within the past three (3) years to Purchasing.

Date SDV Documents were Submitted: _____

Previous **Proposal/Contract Number** for Which the SDV Documents were Submitted:

 (if applicable and known)

(NOTE: If the proposed SDVE and SDV are listed on the Purchasing SDVE database located at <http://oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to Purchasing within the past three [3] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, Purchasing will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY

SDV Documents - Verification Completed By:

 Buyer

 Date

EXHIBIT I

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION**

BUSINESS ENTITY CERTIFICATION:

The vendor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <http://www.uscis.gov/e-verify>.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (RFP Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT I, continued

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

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that MERS Missouri Goodwill Industries (Business Entity Name) MEETS the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Jeff Cartnal

Authorized Business Entity Representative's Name (Please Print)

Jeff Cartnal
Authorized Business Entity Representative's Signature

MERS Missouri Goodwill Industries

Business Entity Name

4/16/2019
Date

jcarnal@mersgoodwill.org

E-Mail Address

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

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.uscis.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

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

AND

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

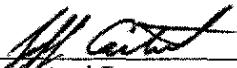
EXHIBIT I, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The vendor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Jeff Cartnal (Name of Business Entity Authorized Representative) as Vice President of Program Development (Position/Title) first being duly sworn on my oath, affirm MERS Missouri Goodwill Industries (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that MERS Missouri Goodwill Industries (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

| | |
|---|---|
| <u></u> Authorized Representative's Signature | <u>Jeff Cartnal</u> Printed Name |
| <u>Vice President of Program Development</u> Title | <u>4/16/2019</u> Date |
| <u>jcarnal@mersgoodwill.org</u> E-Mail Address | <u>200734</u> E-Verify Company ID Number |

Subscribed and sworn to before me this 16th of APRIL, 2019. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of CITY OF ST. LOUIS, State of
(NAME OF COUNTY)
MISSOURI, and my commission expires on 10-07-2019.
(NAME OF STATE) (DATE)

 4-16-19
Signature of Notary Date

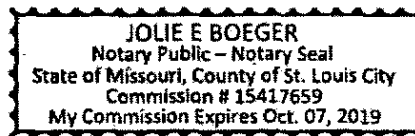


EXHIBIT I, continued

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor’s name and the MOU signature page completed and signed by the vendor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency or Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____ (if known)

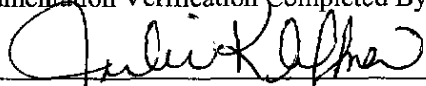
| | |
|---|--|
| Authorized Business Entity Representative’s Name (Please Print) | <i>Authorized Business Entity Representative’s Signature</i> |
|---|--|

| | |
|----------------------|------|
| Business Entity Name | Date |
|----------------------|------|

| | |
|----------------|--------------------------------|
| E-Mail Address | E-Verify MOU Company ID Number |
|----------------|--------------------------------|

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:



Buyer

5-1-19

Date



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 200734

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

Employer MERS Missouri Goodwill Industries

RON PARTEE

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/25/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/25/2009

Date

EXHIBIT J**MISCELLANEOUS INFORMATION****1. Residential Facility Address** - Identify the address of the proposed residential facility(ies).

Address: 1727 Locust Street
Saint Louis, MO 63103

2. Daycare Facilities/Schools/Public Parks, and Swimming Pools - Identify all daycare facilities or schools within 1000 feet, all public parks with playground equipment and public swimming pools within 500 feet of each proposed residential facility(ies).

- MERS Goodwill operates a daycare facility on the first floor of the Aftergut building at 1727 Locust Street.
- St. Nicholas Catholic Church operates a pre-school at 1805 Lucas Avenue, approximately 1/10 of a mile from MERS Goodwill.

3. Multiple Contracts - Submit documentation or evidence of possessing multiple contracts which includes the contract number and whom the contract is with. If the personnel proposed are providing services for the existing contracts, identify by each individual the contract for which providing services and the percentage of personnel time for each contract for which assigned.

| Contract Source | Contract Name | Contract Number |
|---|--|------------------------|
| 22 nd Judicial Circuit of Missouri | Juvenile Transition Program | N/A |
| City of St. Louis Board of Aldermen | Youth @ Risk employment and education program | N/A |
| City of St. Louis Community Development Agency | Community Development Block Grant - St. Louis Youth Jobs | N/A |
| City of St. Louis Office for Developmental Disability Resources | Supported Employment services Supported Living Services Sheltered Employment Services | N/A |
| Developmental Disability Resource Board of St. Charles County | Supported Employment Follow-Along | N/A |
| IL Department of Human Services | Supported Employment | 46CXF03096 |
| IL Department of Human Services | Vocational Rehabilitation Milestone | 46CXF03006 |
| Jefferson-Franklin WDB | WIOA Workforce Development Services in Jefferson and Franklin Counties, MO | N/A |
| Madison County ETD | WIOA Youth Services in Madison and Bond Counties, IL | N/A |
| Missouri Department of Corrections | State Residential Facility Services | CS160754002 |
| Missouri Department of Social Services | Missouri Work Assistance | CS170472005 |
| MO Department of Health and Senior Services | Senior Community Service Employment Program (SCSEP) | DH1809A0002 |
| Productive Living Board (PLB) – St. Louis County | Supported Employment Follow-Along Summer Work Employment Program (SWEP) | 3012 7025 |
| SLATE | WIOA Services in St. Louis City, MO –Youth WIOA Services in St. Louis City, MO - Staffing | 233-19 112-19 |
| Southeast Missouri WDB | WIOA Adult and Dislocated Worker Services in 13 counties in Southeast Missouri | N/A |
| St. Clair County Intergovernmental Grants Department | WIOA Youth Services in St. Clair County, IL | N/A |
| St. Louis City Mental Health Board | St. Louis Youth Jobs | 16026P |
| U.S. DOL ETA | Re-Entry Program (REP) | PE-32141-18-60-A-29 |

At this time, all personnel assigned to MERS Goodwill's Missouri state Residential Facility Services contract are allocated 100% to this contract. No personnel on this contract are splitting their personnel time with other contracts.

4. **Prompt Payment Discount** - The vendor should specify below (1) the percentage of discount applied to the total invoice if payment by the state agency is prompt and (2) the maximum number of calendar days invoice must be paid to be considered prompt.

0.0 % discount if invoice is paid within maximum of 0 calendar days.

5. **Employee/Conflict of Interest -**

| | |
|---|-------------|
| <p>Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:</p> | |
| <p>Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:</p> | <p>N/A</p> |
| <p>If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:</p> | <p>N/A</p> |
| <p>Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:</p> | <p>0.0%</p> |

**STATE OF MISSOURI
DIVISION OF PURCHASING**

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 addendum thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing (Purchasing)**. The agency is also responsible for payment.
- b. **Addendum** means a written, official modification to an RFP.
- c. **Amendment** means a written, official modification to a contract.
- d. **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.
- e. **Proposal End Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- f. **Vendor** means the supplier, offeror, 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.
- g. **Buyer** means the procurement staff member of Purchasing. The **Contact Person** as referenced herein is usually the Buyer.
- h. **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.
- i. **Contractor** means a supplier, offeror, person, or organization who is a successful vendor as a result of an RFP and who enters into a contract.
- j. **Exhibit** applies to forms which are included with an RFP for the vendor to complete and submit with the sealed proposal prior to the specified end date and time.
- k. **Request for Proposal (RFP)** means the solicitation document issued by Purchasing to potential vendors 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 Addendums thereto.
- l. **May** means that a certain feature, component, or action is permissible, but not required.
- m. **Must** means that a certain feature, component, or action is a mandatory condition.
- n. **Pricing Page(s)** applies to the form(s) on which the vendor 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 vendor with the sealed proposal prior to the specified proposal end date and time.
- o. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
- p. **Shall** has the same meaning as the word **must**.
- q. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Purchasing.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise Purchasing 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 vendors regarding specifications, requirements, requirements, competitive proposal process, etc., must be directed to the buyer from Purchasing, unless the RFP specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal end date.
- b. 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 addendum 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 calendar days prior to the RFP end date may not be answered.
- c. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by Purchasing in the RFP or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. Purchasing 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.
- e. The RFP is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those proposal opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendor's e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuyys.mo.gov/>.
- f. Purchasing reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the RFP on-line prior to an addendum being issued should

EXHIBIT J, continued

8. **Proposed Subcontractors:** The vendor should identify any subcontractor(s) proposed to provide any of the services required herein.

| Proposed Subcontractor Name and Address | Service Proposed to be Provided by the Proposed Subcontractor |
|--|--|
| Not Applicable | Not Applicable |
| Not Applicable | Not Applicable |

**STATE OF MISSOURI
DIVISION OF PURCHASING**

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 addendum thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing (Purchasing)**. The agency is also responsible for payment.
- b. **Addendum** means a written, official modification to an RFP.
- c. **Amendment** means a written, official modification to a contract.
- d. **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.
- e. **Proposal End Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- f. **Vendor** means the supplier, offeror, 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.
- g. **Buyer** means the procurement staff member of Purchasing. The **Contact Person** as referenced herein is usually the Buyer.
- h. **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.
- i. **Contractor** means a supplier, offeror, person, or organization who is a successful vendor as a result of an RFP and who enters into a contract.
- j. **Exhibit** applies to forms which are included with an RFP for the vendor to complete and submit with the sealed proposal prior to the specified end date and time.
- k. **Request for Proposal (RFP)** means the solicitation document issued by Purchasing to potential vendors 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 Addendums thereto.
- l. **May** means that a certain feature, component, or action is permissible, but not required.
- m. **Must** means that a certain feature, component, or action is a mandatory condition.
- n. **Pricing Page(s)** applies to the form(s) on which the vendor 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 vendor with the sealed proposal prior to the specified proposal end date and time.
- o. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
- p. **Shall** has the same meaning as the word **must**.
- q. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Purchasing.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise Purchasing 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 vendors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from Purchasing, unless the RFP specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal end date.
- b. 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 addendum 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 calendar days prior to the RFP end date may not be answered.
- c. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by Purchasing in the RFP or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. Purchasing 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.
- e. The RFP is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those proposal opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendor's e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouriBuys.mo.gov/>.
- f. Purchasing reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the RFP on-line prior to an addendum being issued should

receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the proposal on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the RFP.

4. PREPARATION OF PROPOSALS

- a. Vendors **must** examine the entire RFP carefully. Failure to do so shall be at the vendor's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute *minimum requirements*. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The 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. In addition, 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.
- 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 vendor 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 vendor may submit a proposal which contains a list of *statutory limitations and identification* of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by Purchasing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by Purchasing. If Purchasing determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Registered vendors may submit proposals electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/> or by delivery of a hard copy to the Purchasing office. Vendors that have not registered on the MissouriBUYS Statewide eProcurement System may submit proposals hard copy delivered to the Purchasing office. Delivered proposals must be sealed in an envelope or container, and received in the Purchasing office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact end date and time specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the Purchasing post office box address. However, it shall be the responsibility of the vendor to ensure their proposal is in the Purchasing office (address listed above) no later than the exact end date and time 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 end date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a registered vendor may be modified on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing office may be modified by signed, written notice which has been received by Purchasing prior to the official end date and time specified. A proposal may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by Purchasing prior to the official end date and time specified. A proposal may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the vendor.
- f. When submitting a proposal electronically, the registered vendor indicates acceptance of all RFP requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Vendors delivering a hard copy proposal to Purchasing must sign and return the RFP cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all RFP requirements, terms and conditions. Failure to do so may result in rejection of the proposal unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
- g. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the end date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. All vendors may view the same proposal response information on the MissouriBUYS Statewide eProcurement System. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the Purchasing office prior to the official end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

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

- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor 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 vendor shall be subject to evaluation if deemed by Purchasing to be in the best interest of the State of Missouri.
- c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the vendor 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 vendor, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all vendors fail to meet the same mandatory requirement in an RFP, Purchasing reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, Purchasing reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. Purchasing 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 vendor, from vendor'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 vendors 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 vendors.
- j. Any award of a contract shall be made by notification from Purchasing to the successful vendor. Purchasing 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 Purchasing based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. Purchasing posts all proposal results on the MissouriBUYS Statewide eProcurement System for all vendors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Vendors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. Purchasing reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- o. The final determination of contract(s) award shall be made by Purchasing.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the vendor 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, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) Purchasing's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and Purchasing or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of Purchasing.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

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

12. INSPECTION AND ACCEPTANCE

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

13. WARRANTY

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

14. CONFLICT OF INTEREST

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

15. REMEDIES AND RIGHTS

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

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, Purchasing may cancel the contract. At its sole discretion, Purchasing 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 Purchasing 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, Purchasing will issue a notice of cancellation terminating the contract immediately. If it is determined Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If Purchasing cancels the contract for breach, Purchasing 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 Purchasing 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 vendor/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 vendor/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 Purchasing immediately.
- b. Upon learning of any such actions, Purchasing reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

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

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by Purchasing until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

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

22. FILING AND PAYMENT OF TAXES

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

23. TITLES

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

Revised 10-19-15

Cost Data From MissouriBUYS

MERS Missouri Goodwill Industries

Total Bid Amount 73

| | | | | | | | |
|---|---|-------------------------|--|---|-----------|-----------|------|
| 1 | MERS Goodwill Eastern Region Residential Facility Services | Eastern Region | Firm, Fixed Price Per Residential Slot Original Contract Period | N | \$ Amount | 73.290000 | each |
| 2 | MERS Goodwill Eastern Region Residential Facility Services | North Central Region | Firm, Fixed Price Per Residential Slot Original Contract Period | Y | \$ Amount | | each |
| 3 | MERS Goodwill Eastern Region Residential Facility Services | Northeast Region | Firm, Fixed Price Per Residential Slot Original Contract Period | Y | \$ Amount | | each |
| 4 | MERS Goodwill Eastern Region Residential Facility Services | Southeast Region | Firm, Fixed Price Per Residential Slot Original Contract Period | Y | \$ Amount | | each |
| 5 | MERS Goodwill Eastern Region Residential Facility Services | Southwest Region | Firm, Fixed Price Per Residential Slot Original Contract Period | Y | \$ Amount | | each |
| 6 | MERS Goodwill Eastern Region Residential Facility Services | Western Region | Firm, Fixed Price Per Residential Slot Original Contract Period | Y | \$ Amount | | each |

Maximum Price

76.96

Maximum Price

80.62

Maximum Price

84.29

Proposed Number of Residential Slots

0

Proposed Number of Residential Slots

30-38

Maximum Price

Maximum Price

Maximum Price

Proposed Number of Residential Slots

Maximum Price

Maximum Price

Maximum Price

Proposed Number of Residential Slots

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