

INVITATION FOR BID



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

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

AMENDMENT 1 IFB SDA503-004

Indigent Sex Offender Treatment Services

FOR

**Missouri Department of Corrections
Statewide**

**Contract Period: Date of Award through June 30,
2016**

**Date of Issue: June 24, 2015
Page i of 42**

Bids Must Be Received No Later Than:

2:00 p.m., July 9, 2015

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

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

Company Name: _____

Mailing Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

Federal EIN #: _____ State Vendor #: _____

Email: _____

Authorized Signer's Printed Name and Title: _____

Authorized Signature: _____ Bid Date: _____

NOTICE OF AWARD:

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

Contract No. _____

Ellis McSwain Jr., Chairman, Board of Probation and Parole

Date

Amendment 1 makes the following changes to IFB SDA503-004

Adds paragraph 2.2.1.a.

Revises paragraph 3.9.2

Revises Exhibit A, Pricing Page

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IFB SDA503-004

Indigent Sex Offender Treatment Services

FOR

Missouri Department of Corrections
Statewide

**Contract Period: Date of Award through June 30,
2016**

**Date of Issue: June 12, 2015
Page 1 of 42**

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Date

PART ONE INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction

- 1.1.1 This document constitutes a request for competitive, sealed bids from qualified individuals and organizations to provide sex offender Designated Sex Offender (DSO) evaluations, intake assessment and treatment services for indigent offenders in accordance with the provisions and requirements set forth by the Missouri Department of Corrections, (herein after referred to as Department).
- 1.1.2 Organization - This document, referred to as an Invitation for Bid (IFB), has been divided into the following parts for the convenience of the bidder:
- Introduction and General Information
 - Contractual Requirements
 - Bid Submission Information
 - Pricing Page (s)
 - Exhibits A-G
 - Terms and Conditions
 - Attachment 1

1.2 Pre-Bid Conference:

- 1.2.1 A pre-bid conference regarding this IFB will be held on June 23, 2015 at 1:30 p.m. Central Time in the DORS Conference Room at the Department of Corrections Central Office, 2729 Plaza Drive, Jefferson City, MO. Attendance is not required to submit a bid; however, all bidders are encouraged to attend since information related to the IFB will be discussed in detail. Bidders may attend the pre-bid conference in person or may participate via teleconference.
- 1.2.2 If a bidder desires to participate via phone, the bidder must contact Gary Stoll by email at gary.stoll@doc.mo.gov to obtain dial-in instructions. The bidder will be provided with a telephone number to dial, in order to listen and participate in the pre-bid conference call. In order to guarantee space on the call, the bidder should contact Gary Stoll by June 22, 2015.
- 1.2.3 All potential bidders are encouraged to participate in the pre-bid conference, as it will be used as the forum for questions, communications, and discussions regarding the IFB. The bidder should become familiar with the IFB and develop all questions prior to the conference in order to ask questions and otherwise participate in the public communications regarding the IFB.
- a. Prior to the prebid conference, the bidder may submit written communications and/or questions regarding the IFB to the buyer of record. Such prior communication will provide the Department with insight into areas of the IFB which may be brought up for discussion during the conference and which may require clarification.
 - b. During the pre-bid conference, it shall be the sole responsibility of the bidder to orally address all issues previously presented to the buyer of record by the bidder, including any questions regarding the IFB or areas of the IFB requiring clarification.
 - c. Any changes needed to the IFB as a result of discussions from the pre-bid conference will be accomplished as an amendment to the IFB. Neither formal minutes of the conference nor written records of the questions/communications will be maintained.
- 1.2.4 The bidder should have/bring a copy of the IFB since the IFB will be used as the agenda for the pre-bid conference.
- 1.2.5 Bidder should advise of any special accommodations needed for disabled personnel who will be participating in the pre-bid conference so that these accommodations can be made.

1.3 Background Information:

- 1.3.1 The Office of Administration has issued a delegation of authority to the Department of Corrections, which permits the Department to administer the development, issuance, evaluation and award of contracts for sex offender treatment services for offenders under the supervision of the Department of Corrections.
- 1.3.2 The Department of Corrections has approximately 2,376 sex offenders on supervision in the community. Sections 556.140 and 556.141 RSMo require all offenders convicted of certain sex offenses to participate in and successfully complete sex offender – specific treatment. Sex offender management and treatment is a specialized field and the Department of Corrections, Division of Probation and Parole is charged with supervision of these offenders in the community.
- 1.3.3 According to recent estimates by the Division of Probation and Parole, the agency supervises over 160 indigent offenders that are in need of being evaluated for services and over 400 indigent offenders that are in need of treatment services. The purpose of this RFP is to obtain Department approved therapists to provide assessments and treatment to indigent sex offenders.
- 1.3.4 Previous contracts exist for the services being obtained via the IFB. A copies of the contracts can be viewed and printed from the Department of Corrections website at http://doc.mo.gov/DHS/Professional_Services_Awarded.php.
- 1.3.5 Although an attempt has been made to provide accurate and up-to-date information, the Missouri Department of Corrections does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to the Invitation for Bid.
- 1.3.6 For the purpose of the contract, indigent offenders will be those offenders meeting DOC criteria that has been pre-established and used for the collection of intervention fees from offenders. DOC will refer offenders considered indigent to the contractor for services. The probation and parole officer will provide the contractor of any changes in the offender's indigent status.

PART TWO SCOPE OF WORK

2.1 General Contractual Requirements

- 2.1.1 The contractor shall provide sex offender intake assessments, evaluations and treatment services for indigent offenders in accordance with the provisions and requirements set forth by the Missouri Department of Corrections (hereafter referred to as the Department).
- 2.1.2 The contractor shall provide services at the site for which they have been approved as a provider for the Department. The Department requires services in counties throughout the state.
- 2.1.3 The Department makes no guarantee as to the minimum or maximum number of any specific service that shall be required. The contractor shall understand and agree that payment shall be made following services being rendered.
- 2.1.4 The contractor shall understand and agree that all services shall be performed to the sole satisfaction of the Department of Corrections, Division of Probation and Parole, who shall be the final judge of the quality of the contractor's performance under the contract.
- 2.1.5 Unless otherwise specified, the contractor shall be responsible for furnishing all material, labor, equipment, and supplies necessary to perform the services required. The contractor shall comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded.
- 2.1.6 Disputes arising from conflicts with Departmental policy and clinical practice, or other service provision, shall be resolved through collaboration between the Department of Corrections Probation and Parole District Administrator, the Department of Corrections Regional Sex Offender Specialist and the contractor.

2.2 Specific Service Requirements

- 2.2.1 The contractor shall provide services at the request of the Department to include one, some or all of the following:
 - Group therapy
 - Individual therapy, which may include, but not be limited to items for group sessions included in 2.2.2
 - Individual Designated Sex Offender evaluations

This section was added by Amendment 1

- a. *Participants will be referred to the contractor by the Department. The contractor must inform the Department if they will be unable to provide service to a referral within thirty (30) days of the date of referral. Such notice must be given to the Department within seven (7) days of referral.*
- 2.2.2 Group sessions shall include, but shall not be limited to:
 - Risk assessment
 - Counseling and psychotherapy
 - Cognitive therapy
 - Couples and family therapy
 - Relationship and social skills training
 - Relapse prevention
 - Sexual arousal control

- Social support networks
 - Victim awareness and empathy
 - Adult Learning Theory
- 2.2.3 The contractor shall obtain the appropriate signed release of information documentation from each participant.
- a. All contractor reports, records and documentation relating to the offender shall be available for review at the Department's request.
- 2.2.4 Each group session shall not exceed ninety (90) minutes in length and shall meet at least one time weekly, unless assigned to aftercare.
- 2.2.5 Individual therapy sessions shall not exceed sixty (60) minutes in length per week.
- 2.2.6 The contractor should utilize whatever assessment instruments are necessary to address the needs of the offender, generally including all of the following:
- Reason for referral,
 - Summary of charges/allegations, including any reports from the criminal record, Probation and Parole Officer, etc.,
 - Psychosocial history, including education, work history and substance abuse history,
 - Clinical interview,
 - A measure of static risk factors,
 - At least one measure of personality and/or psychopathy (MMPI, PAI, HARE-PCL).
- a. The contractor shall complete a formal intake assessment that shall be documented in the offender treatment file and shall include:
- A thorough psychosocial evaluation,
 - A complete sexual history,
 - An assessment of risk to the community, such as SOTIPs.
- 2.2.7 The contractor shall consult with the supervising Probation and Parole officer on any offender requiring polygraph testing. The supervising Probation and Parole officer shall make the referral for polygraph testing through a separate contract.
- 2.2.8 The contractor shall notify the Probation and Parole officer of any offender absence by the close of business the day following the missed session.
- 2.2.9 The contractor shall consult with the supervising Probation and Parole officer prior to movement of an offender to aftercare or maintenance level of treatment, completion of treatment and the termination of any offender from the program.
- 2.2.10 The contract shall allow treatment sessions to be observed at any time by a Treatment Compliance Specialist to insure compliance with standards.
- 2.2.11 All records and documentation must be made available to the Treatment Compliance Specialist upon request. This information will primarily be requested during audits completed by the Treatment Compliance Specialist.

2.3 Personnel Requirements

- 2.3.1 The contractor shall comply with the following personnel requirements:
- a. The contractor and any employee providing evaluations, testing, counseling or group sessions shall be a Department of Corrections approved sex offender treatment provider.

- b. The contractor shall comply with applicable state licensure/certification regulations and requirements regarding performance of services pursuant to all applicable Revised Statutes of the State of Missouri that address the provisions of professional services in the State of Missouri. Any and all licensure and certifications held by the contractor's personnel must be current.
 - 1. The contractor shall be responsible for the "licensing /certification supervision" of members of the contractor's staffs that, because of a professional standard or statutory regulation, require the supervision of a Missouri Licensed Professional. The contractor shall only provide individuals requiring such supervision with the Department's prior approval.
- c. The contractor, its employees, and others acting under the contractor's control, shall at all times observe and comply with all applicable state statutes. The contractor and the contractor's staff shall assist the Department in enforcing offender rules by reporting violations to the Department or its designee. Furthermore, the contractor shall not obstruct the Department nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policy and procedures relating to employee conduct.
- d. The contractor shall be responsible for supervising its employees. The unique nature of working with offenders, including safety and security issues, requires the Department to carefully monitor the contractor's employees. Any concerns a Department employee has regarding contract employees, their job performance, or the conditions of their employment shall be reported through the chain of command through the Department Regional Sex Offender Specialist in order that proper communications can occur with the contractor.

2.4 Affidavit of Work Authorization and Documentation-

- 2.4.1 The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- 2.4.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- 2.4.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 2.4.4 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - a. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - b. Provide to the Department the documentation required in the **EXHIBIT G, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization** affirming said

company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND

- c. Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the **EXHIBIT G, Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization**.

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

2.5 Report Requirements

2.5.1 The contractor shall provide quarterly progress reports to the supervising Probation and Parole Officer. Progress reports shall be received by the Probation and Parole officer no later than ten (10) working days following the end of the calendar quarter. Progress reports shall minimally include attendance, participation levels in treatment, program progress and current issues being addressed by the contractor and the offender.

2.5.2 The contractor shall provide written completion reports on each offender within 10 calendar days following completion or termination from the treatment program. Completion/termination reports shall include a degree of risk to the community and supervision recommendations to the Probation and Parole officer.

2.6 Approved Provider Requirements

2.6.1 The contractor shall be a Department Approved Sex Offender provider

2.6.2 The contractor shall comply with and continuously meet the criteria set forth by the Missouri Department of Correction, Division of Probation and Parole for approved Sex Offender Treatment Providers as set out in the Sex Offender Provider Manual, Attachment 1.

2.7 Participation by Other Organizations:

2.7.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) participation levels committed to in the contractor's awarded bid.

- a. The contractor shall prepare and submit to the state agency a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and/or SDVEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the state agency.
- b. The state agency will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded bid. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the state agency determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded bid.

- 1) The contractor must obtain the written approval of the state agency for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the state agency detailing all efforts made to secure a replacement. The state agency shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. No later than 30 days after the effective date of the first renewal period the contractor must submit an affidavit to the state agency. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Office of Administration/Division of Purchasing and Materials Management's website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

2.8 Other Requirements

- 2.8.1 Audit Requirements – At any and all times, the contractor must provide the Department and any Department designees, including other state and federal representatives, access to the contractor, the contractor's facilities, any personnel providing services pursuant to the contract, or any other activities of the contractor pursuant to the contract for purposes of audit and evaluation of the services performed.
- a. The contractor shall produce, upon a forty-eight (48) hour notice and at a location designated by the Department, all books and records relating to the contract for purposes of a Department audit.
 - b. The contractor must provide access for audits of the operating systems, procedures, programs, documentation, software packages, facilities and equipment used in support of the contract.
 1. The contractor shall provide read-and-copy access for the Department to all files that are used. Such files shall include, but are not limited to, inventory control files, case management files, procedure files, and any other files related to the contract.
 2. The contractor shall provide the personnel and resources necessary for the automated and/or manual sampling of operation and case management information, or other data maintained by the contractor, including historical data and any necessary follow-up, that may be required to meet any performance or audit review requirements.
 - c. The Department reserves the right to request an audit performed in accordance with generally accepted auditing standards at the expense of the contractor at any time contract monitoring reveals such an audit is warranted. The contractor shall submit the name of the auditor to the Department Comptroller for approval prior to the audit being conducted. Upon completion, the audit report shall be submitted to the Comptroller. The contractor further agrees that any audit disallowance pertaining to the contract shall be the sole responsibility of the contractor
- 2.8.2 The contractor shall retain all books, records, and other documents relevant to the contract for a period of five (5) years after final payment or the completion of a State of Missouri audit. If any litigation, claim, negotiation, audit or other actions involving the records has started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. The contractor shall allow authorized representatives of the Department,

other state of Missouri agencies and the federal government to inspect these records with the approval of the Department.

2.9 Other Contractual Requirements

- 2.9.1 **Contract:** The contract between the Department and the contractor shall consist of (1) the Invitation for Bid (IFB), any amendments, attachments and/or exhibits thereto, and (2) the bid submitted by the contractor in response to the IFB and approved by the Department. If there is a conflict in language between the two documents, the requirements set forth and/or referenced in the Invitation for Bid shall govern. The Department reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor. Such written clarification shall govern in case of conflict with requirements of the IFB or the contractor's bid. The contractor's bid, when accepted by the Department, is binding on the contractor without further clarification.
- 2.9.2 **Contract Period:** The original contract period shall be as stated in the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract, or any portion thereof for three (3) additional one-year periods through amendment. In the event such a right is exercised, all terms and conditions, requirements, and specifications of the contract shall remain the same and apply during the renewal period.
- 2.9.3 **Renewal Periods** – If the Department exercises the option for renewal, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price quoted for the applicable renewal period stated on the Pricing Page of the contract.

The Department of Corrections does not automatically exercise its option for renewal based upon the maximum price and reserves the right to request the renewal of the contract at a price less than the maximum price stated. If renewal prices are not provided, the prices during renewal periods shall be the same as during the original contract period.

- 2.9.4 **Contract Extension:** In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, the Department reserves the right to extend the contract. If exercised, the extension shall be for a period of time as mutually agreed to by the Department and the contractor at the same terms, conditions, provisions and pricing in order to complete the procurement process and transition to the new contract.
- 2.9.5 **Termination:** The Department reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

Additionally, upon expiration, termination or cancellation of the contract, the contractor shall assist the Department to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the Department. The contractor shall provide and/or perform any or all of the following responsibilities:

1. The contractor shall deliver to FOB destination, all records, documentation, reports, data, recommendations, master, or printing elements, etc., which were required to be produced under the terms of the contract to the Department and/or to the Department's designee within thirty (30) days after receipt of the written request.
2. The contractor shall continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

3. The contractor shall discontinue providing services, on the date specified by the Department, in order to insure the completion of such services prior to the expiration of the contract.
- 2.9.6 **Notice:** Any written notice to the contractor shall be deemed sufficient when e-mailed to the contractor's contact at the e-mail address on the signature page of the contract or to an e-mail address the contractor may have requested in writing, or deposited in the United States mail, postage prepaid and addressed to the contractor at the address on the signature page of the contract, or at an address the contractor may have requested in writing.
- 2.9.7 **Deficiency Notice:** The contractor shall understand and agree that if the Department, through its review and evaluation of contractual performance, determines that the services being performed by the contractor at any Department facility are unacceptable, the Department shall provide written notice to the contractor's authorized representative which states the deficiencies. The Department shall ensure that all deficiency notices contain recommended remedies as well as acceptable terms of reconciliation.
- a. Evidence of a deficiency shall be recognized by the Department as unacceptable performance. A deficiency shall exist if the contractor fails to comply with any rule, regulation, policy and procedure, standard, protocol, practice, or statute, that if continued would limit and/or offset to a significant degree the desired outcome of the contracts intent.
 - b. The delivery of a deficiency notice must be verifiable by either party either through a confirmation memorandum, an entry into formal meeting minutes, and/or certified letter (with return receipt request).
 - c. Upon receipt of the notice of the deficiency, the contractor shall have ten (10) working days to either correct the described deficiency(ies), or demonstrate good cause as to why the deficiency(ies) cannot be resolved within the ten-day period. In either instance, the contractor shall implement a corrective plan of action and direct a response to the Department within the ten-day period.
 - d. Such provisions concerning the providing of deficiency notices shall be in addition to the provisions contained elsewhere herein concerning notice provided to the contractor regarding issues of contractual breach.
- 2.9.8 **Contractor Liability:** The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees and assignees, from every expense, liability or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- a. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees and assignees.
 - b. The contractor shall agree that the Department shall not be responsible for any liability incurred by the contractor, the contractor's employees or the contractor's subcontractor arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.
- 2.9.9 **Contractor Status:** The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall

assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

- 2.9.10 **Conflict of Interest:** In accordance with the Revised Statutes of the State of Missouri, no official or employee of the Department or public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the Scope of Work covered by the contract shall acquire any personal interest, directly or indirectly, in the contract or proposed contract.
- a. In accordance with state and federal laws and regulations, state executive order and regulations and policies of the Department, the contractor agrees that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services. The contractor agrees that no person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
 - b. It is agreed that no Department of Corrections employee shall help the contractor obtain this contract or participate in the performance of this contract if such involvement will constitute a conflict of interest. Before any Department of Corrections employee may be involved in the performance of this contract, written approval shall be obtained from the Director of the Department.
- 2.9.11 **Insurance:** The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor shall maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any loss, damage, and/or expense related to his/her performance under the contract.
- 2.9.12 **Incidental Beneficiaries:** The contract is not intended to create any rights, liberties, interests, or entitlements in favor of any individual. The contract is intended only to set forth the rights and responsibilities of the parties hereto. Therefore, it is expressly understood and agreed that enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other person on this agreement. It is the express intention of the parties hereto that any entity, other than the parties hereto, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.
- 2.9.13 **Assignment:** The contractor shall agree and understand that, in the event the Missouri Department of Corrections consents to a financial assignment of the contract in whole or in part to a third party, any payments made by the State of Missouri pursuant to the contract, including all of those payments assigned to the third party, shall be contingent upon the performance of the prime contractor in accordance with all terms and conditions, requirements and specifications of the contract.
- 2.9.14 **Coordination:** The contractor shall fully coordinate all contract activities with those activities of the Department. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the Missouri Department of Corrections, Purchasing Section throughout the effective period of the contract.
- 2.9.15 **Property of State:** All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri.

- 2.9.16 **Publicity:** Any publicity release mentioning contract activities shall reference the contract number and the Department. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract and the Department. The contractor shall obtain approval from the Department prior to the release of such publicity or publications.
- a. The contractor shall not issue press releases, participate in interviews with media or engage in any form of public release of information regarding the Department or the contractor's duties pursuant to the contract without the prior, written approval of the Department's Public Information Officer.
- 2.9.17 **Force Majeure:** The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the State of Missouri, if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of the contractor. Such causes may include, however are not restricted to acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.
- 2.9.18 **Legal and Accounting Services:** The Department shall furnish all legal and accounting services as may be necessary for the Department to satisfy its contractual responsibilities. The Department shall not assume, nor shall it be liable for, legal or accounting as may be necessary for the contractor to satisfy its contractual obligations. Without exception to the foregoing, the Department is not obligated to provide legal or accounting services to the contractor in connection with any litigation or threatened litigation against the contractor arising out of the contractor's performance.
- 2.9.19 **Subcontractors:** Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
 - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
 - c. The contractor shall understand and agree that the use of subcontractors shall be in accordance with all requirements contained herein, including but not limited to, training and personnel requirements.
- 2.10 E-Verify:**
- 2.10.1 E-Verify is a federal work authorization program. Information regarding E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
- 2.10.2 As a condition for the award of any contract in excess of \$5,000, pursuant to section 285.530 RSMo, the bidder/company name **must** affirm its enrollment and participation in the E-Verify program with respect to the employees proposed to work in connection with the services or as requested herein by:
- a. submitting a completed **EXHIBIT G**, Box A indicating the Contractor does not meet the business entity as defined by section 285.525 RSMo. or

- b. submitting a completed **EXHIBIT G**, Box B indicating the Contractor does meet the business entity as defined by section 285.525 RSMo. And will participate in E-verify and;
 - c. submitting a completed, original, notarized copy of **EXHIBIT G**, Affidavit of Work Authorization and;
 - d. submitting a completed copy of the first page of the E-Verify Memorandum of Understanding identifying the bidder/contractor name and;
 - e. submitting a valid copy of the signature page completed and signed by the bidder/contractor/authorized representative of the company, the Social Security Administration (if applicable), and the Department of Homeland Security (DHS) – Verification Division or
 - f. submitting a completed **EXHIBIT G**, Box C providing documentation affirming the bidder's/company name's enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein.
- 2.10.3 The bidder/contractor must submit **EXHIBIT G**, Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization prior to an award of contract.
- 2.11 Severability:** If any provision of this contract or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this contract which can be given effect without the invalid provisions or application, and to this end the provisions of this contract are declared to be severable.
- 2.12 Invoice Requirements:**
- 2.12.1 Immediately upon award of the contract, the contractor shall submit or must have already submitted a properly completed State Vendor ACH/EFT Application, as the State of Missouri intends to make contract payments through Electronic Funds Transfer.
- a. If not already submitted, the contractor may download a copy of the State Vendor ACH/EFT Application and complete instructions from the following website:

http://oa.mo.gov/acct/vendor_ach_eftd.pdf
 - b. The contractor shall submit an invoice that shall include the offender name, DOC number, the type of service provided, the number of minutes for each service (if applicable), the total due for each offender and the total amount of the invoice.
 - c. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the Department's payment to the invoice submitted. Invoices must reflect any discount for prompt payment as stated on the pricing page.
- 2.12.2 On or before the tenth day of each month, the contractor shall submit an itemized invoice, listed alphabetically by offender name for services provided, and to include dates of service, and type of service during the previous month, to:

Missouri Department of Corrections
Fiscal Management Unit
PO Box 236
Jefferson City, MO 65102

Electronic invoices may be emailed to doc.payables@doc.mo.gov. Invoices should include the purchase order number for prompt payment. Payment of invoices not containing this

information may be delayed. The contractor's invoice should include any discount for prompt payment, as indicated on **Exhibit A, Pricing Page**.

- 2.12.3 The contractor shall be paid the firm, fixed price indicated on **EXHIBIT A, Pricing Page** for each assessment completed. The contractor shall indicate the offender's name and the test provided on the invoice.
- 2.12.4 The contractor shall bill individual counseling and group counseling services in 15 minute increments.
- 2.12.5 Upon receipt and approval of the services provided, the Department will process the invoice, subject to the following:
 - a. The contractor shall invoice for services provided at the contracted unit price as stated on **EXHIBIT A, Pricing Page**.
 - b. In any instance when an additional source of funding is available to the contractor, through public and/or private sources, that is intended to offset a portion of service cost, the total obligation due the contractor shall be reduced by the amount of the funding received. In such instances, the Department shall notify the contractor by means of an amendment, notifying the Contractor of such change.
 - c. The Department reserves the right to audit all invoices and to reject any invoice for good cause.
 - d. The Department reserves the right to make invoice corrections and/or changes with appropriate notification to the contractor when recognition of error, omission, or a practice uncommon to Generally Accepted Accounting Practices is evidenced.
 - e. Other than the payments and reimbursements specified herein, no other payments or reimbursements shall be made to the contractor.

PART THREE BID SUBMISSION INFORMATION

3.1 Submission of Bids:

- 3.1.1 Bids must be signed, and returned (with all necessary attachments) to the Department of Corrections by the bid receipt date and time specified on Page 1.
- a. Specifically, any form containing a signature line such as on Page one of the original IFB and any amendments, pricing pages, etc., should be manually signed and returned as part of the bid.
 - b. In addition to the original bid, the bidder should include four (4) copies of their bid for a total of five (5) bids.
 - c. The bidder should provide **one (1) electronic copy** of their entire bid, first to last page, which is identical to the original bid. The electronic copy should be one (1) document, submitted on a diskette(s), CD(s) or flash drive in PDF format and included with **THE ORIGINAL DOCUMENT**.
- 3.1.2 To facilitate the evaluation process, the bidder is encouraged to organize the bid into distinctive sections with dividers that correspond with the individual evaluation categories described herein.
- b. Each distinctive section should be titled and all material related to that category included therein.
 - c. Page 1 of the original IFB, all amendments and the pricing page should be placed at the beginning of the bidder's bid.

3.2 Bidder Clarification:

- 3.2.1 Any and all questions regarding specifications, requirements, competitive procurement process, etc. shall be directed to the contact person as indicated on the first page of this IFB.
- 3.2.2 Bidders are cautioned not to contact any other employee of the Department concerning this procurement during the competitive procurement and evaluation process.
- 3.2.3 The bidder is advised that the only official position of the Department is that which is stated in writing and issued as an Invitation for Bid and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

3.3 Evaluation Process:

- 3.3.1 After an initial screening process, a technical question and answer conference or interview may be conducted, if deemed necessary by the Department, to clarify or verify the bidder's bid and to develop a comprehensive assessment of the bid.
- 3.3.2 The Department reserves the right to consider all information submitted and the bidder's references, or any other source, in the evaluation process.
- 3.3.3 The bidder is cautioned that it is the bidder's sole responsibility to submit information related to the evaluation categories and that the Department is under no obligation to solicit such information if it is not included with or cannot be found in the bidder's bid. Failure of the bidder to submit such information may cause an adverse impact on the subjective evaluation of the bidder's bid or may cause rejection of the bid.

3.4 Pricing:

- 3.4.1 The bidder shall provide firm, fixed pricing for the initial contract period and each renewal option on **EXHIBIT A, Pricing Page**.
- 3.4.2 The bidder should complete the "Terms" section on **EXHIBIT A, Pricing Page**.
- 3.4.3 The bidder herein warrants that the prices offered for services do not exceed the bidder's current fees charged to the general public for equal or similar services available within the community. Failure to provide pricing shall render a bid as non-responsive.
- 3.4.4 No cost attributed to another contract (including those with the Department) shall be chargeable under a contract resulting from this IFB, nor shall such costs be utilized in the determination of the bidder's firm, fixed price.
- 3.4.5 The bidder attests that the prices quoted in the bid are fair and are not tainted by collusion, conspiracy, connivance, or other unlawful practice on the part of the bidder or any of its agents, representatives, owners, employees or parties of interest.

3.5 Bidder's Experience and Reliability:

- 3.5.1 Experience and reliability of the bidder's organization is considered very important in the determination of responsiveness. Therefore, the bidder should submit **EXHIBIT B, Prior Experience of Bidder**, documenting its successful and reliable experience in past performances, especially those performances related to the requirements of this IFB.

3.6 Expertise of Bidder's Personnel:

- 3.6.1 The qualifications of the personnel proposed by the bidder to perform the requirements of this IFB will be considered by the Department in the determination of responsiveness through a review of **EXHIBIT C, Personnel Expertise Summary**. Bidders may have individual approved providers working for the organization. In this instance, the bidder should submit information related to the experience, current licensure or certification, and the qualifications of the staff proposed.

3.7 Proposed Method of Performance:

- 3.7.1 Bids should clearly disclose the bidder's distinctive plan for performing the requirements of the IFB. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action.
- 3.7.2 The bidder is encouraged not to repeat the exact IFB Language, or to present a paraphrased version as an original idea.

3.8 Compliance with Terms and Conditions:

- 3.8.1 The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions that conflict with those of the IFB and its contractual requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the IFB that the IFB shall govern. Taking exception to the Department's terms and conditions may render a bidder's bid non-responsive and may remove it from consideration for award.

3.9 Calculation of Points:

- 3.9.1 After determining that a bid satisfies the mandatory requirements stated in the Invitation for Bid, an objective (cost) and subjective evaluation shall be conducted. The comparative assessment of the relative benefits and weaknesses of the bid in relationship to the published evaluation criteria

will be made by using subjective judgment. The awards of contracts resulting from this Invitation for Bid will be based on the lowest and best bids received in accordance with the evaluation criteria stated below:

- | | |
|-----------------------------------|-----|
| a. Experience and Reliability | 15% |
| b. Expertise of Personnel | 20% |
| c. Proposed Method of Performance | 25% |
| d. Cost | 40% |

This section was revised by Amendment 1

3.9.2 **Cost Evaluation:** For evaluation purposes only, cost will be based on the sum of the total prices for each service for the original contract period and each potential renewal option period utilizing the following formulas to arrive at the maximum total potential liability to the Department over the potential life of the contract.

- 20 **DSO** evaluations X bid price X 12 months = total **DSO** evaluation cost
- 20 assessments X price bid X 12 months = total assessment cost
- 20 offenders X individual counseling services bid price X 300 billing increments = total individual counseling cost
- 20 offenders X group counseling services bid price X 300 billing increments = total group counseling cost
- Total **DSO** evaluation costs + total assessment cost + total individual counseling cost + total group counseling cost = total cost for each contractual period

3.9.3 Cost points will be calculated in the following manner. The lowest responsive bidder will be assigned the maximum cost points and each remaining responsive bidder's cost points will be prorated based upon the following calculation:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 40 = \text{Cost score points}$$

3.9.4 The Department of Corrections does not guarantee nor does it intend to imply that the figures used for the cost evaluation reflect actual usage of the program.

3.9.5 The prompt payment discount terms will not be used in any cost calculations.

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

- a. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
 - 1) The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
 - 2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

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

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

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

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

- b. A list of Missouri sheltered workshops can be found at the following Internet address:
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
- c. The websites for the Missouri Lighthouse for the Blind and the Alhpointe Association for the Blind can be found at the following Internet addresses:
<http://www.lhbindustries.com>
<http://www.alhpointe.org>
- d. Commitment – If the bidder's bid is awarded, the organization for the blind or sheltered workshop participation committed to by the bidder on **Exhibit E, Participation Commitment**, shall be interpreted as a contractual requirement.

3.9.7 **Service-Disabled Veteran Business Enterprises (SDVEs):** Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the state agency has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). A three (3) point bonus preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified SDVE.

- a. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:
- 1) The bidder must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
 - 2) The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE are utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

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

§ Participation Commitment - The bidder must complete **Exhibit E, Participation Commitment**, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the bidder submitting the bid is a qualified SDVE, the bidder must be listed in the appropriate table on the Participation Commitment Form.

§ Documentation of Intent to Participate – The bidder must either provide a properly completed **Exhibit F, Documentation of Intent to Participate Form**, signed and dated no earlier than the IFB issuance date by each SDVE or must provide a recently dated letter of intent signed and dated no earlier than the IFB issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include the SDV Documents described below as evidence that the SDVE is qualified, as defined herein.

§ Service-Disabled Veteran (SDV) Documents – If a participating organization is an SDVE, unless previously submitted within the past five (5) years to the state agency or to the Office of Administration, Division of Purchasing and Materials Management, the bidder must provide the following Service-Disabled Veteran (SDV) documents.

ü a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and

ü a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

NOTE: If the bidder submitting the bid is a qualified SDVE, the bidder must include the SDV Documents as evidence that the bidder qualifies as an SDVE. However, the bidder is not required to complete **Exhibit F, Documentation of Intent to Participate Form** or provide a recently dated letter of intent.

b. Commitment – If awarded a contract, the SDVE participation committed to by the bidder on **Exhibit E, Participation Commitment**, shall be interpreted as a contractual requirement.

c. Definition – Qualified SDVE:

1) SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;

2) SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;

3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;

4) SDVE has a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and

- 5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

3.10 Responsible and Reliability Determination:

3.10.1 The bidder should complete **EXHIBIT B** with information related to previous and current services/contracts performed by the bidder's organization and any proposed subcontractors which are similar to the requirements of this IFB. In addition, the bidder should obtain the signature of the contact person referenced on **EXHIBIT B** verifying that that information presented is accurate. The contact person's signature also represents that the contact person is willing and will be available for contact by the State of Missouri in order to discuss the services performed by the bidder for the contact person's company.

- a. If references for current and/or previous contracts are not identified in the bid, the Department may request that the bidder identify one or more references. The Department must receive the reference(s) within twenty-four (24) hours of the request. Failure of the bidder to identify one or more references may result in the bid being rejected.

3.11 Employee Bidding/Conflict of Interest:

3.11.1 Bidders who are employees of the State of Missouri, a member of the General Assembly or a state wide elected official must comply with sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder or any owner of the bidder's organization is currently an employee of the State of Missouri, a member of the General Assembly or a state wide elected official, the information on the **EXHIBIT A, Pricing Page** related to Employee Bidding/Conflict of Interest must be completed.

3.12 Contract Award:

- 3.12.1 Final Determination - Any bid which does not comply with the mandatory requirements of the IFB will not be considered for an award.
- 3.12.2 Any award of a contract resulting from this IFB will be made only by written authorization from the Department.
- 3.12.3 The Department anticipates the award of multiple contracts. The number of awards will be at the sole discretion of the Department based on geographic needs. The contract award does not guarantee that any or all of the services will be purchased. Services are authorized and purchased strictly on an as needed, if needed basis, as determined by the needs of the Department, the contractor's ability to meet those needs, and the availability of the Department funds.

EXHIBIT A
SUBMISSION IS MANDATORY
SDA503-004
PRICING PAGE

The bidder must provide a firm fixed price in the table below for the original contract period and maximum prices for each potential renewal period for providing all services in accordance with the provisions and requirements of this IFB. All costs associated with providing the required services shall be included in the stated prices.

This section was revised by Amendment 1

SERVICE DESCRIPTION	FIRM, FIXED PRICE	First Renewal Option	Second Renewal Option	Third Renewal Option
<i>DSO</i> Evaluation	\$ _____ per evaluation	\$ _____ per evaluation	\$ _____ per evaluation	\$ _____ per evaluation
Assessment	\$ _____ per assessment	\$ _____ per assessment	\$ _____ per assessment	\$ _____ per assessment
Individual Counseling <i>(per 15 minute increments)</i>	\$ _____ per 15 minute increments	\$ _____ per 15 minute increments	\$ _____ per 15 minute increments	\$ _____ per 15 minute increments
Group Counseling <i>(per 15 minute increments)</i>	\$ _____ per 15 minute increments	\$ _____ per 15 minute increments	\$ _____ per 15 minute increments	\$ _____ per 15 minute increments

Bidder is to state the location where the service is provided:

The bidder must state the number of days required before the services described herein could be provided:

_____ days after effective date of contract award.

Terms:

The bidder should state below its discount terms offered for the prompt payment of invoices:

_____ % if paid within _____ days of receipt of invoice.

Employee Bidding/Conflict of Interest - Bidders who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder and/or any of the owners of the bidder's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

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

Executive Order 04-09: Products and/or Services Provided Outside United States

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror MUST disclose such fact and provide details in the space below or on an attached page.

Are any of the bidder's proposed products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
If YES, do the proposed products/services satisfy the conditions described in 4a, b, c, or d of Executive Order 04-09? (see the following web link: http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp)	Yes _____	No _____
If YES, mark the appropriate exemption below, and provide the requested details: ____ 1. Unique good or service. · EXPLAIN: _____ ____ 2. Foreign firm hired to market Missouri services/products to a foreign country. · Identify foreign country: _____ ____ 3. Economic cost factor exists · EXPLAIN: _____ ____ 4. Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. · Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: ____% · Specify what contract work would be performed outside the United States: _____		

Indicate if the bidder is a For Profit or Nonprofit Entity:

_____ For Profit _____ Nonprofit

By signing below, the bidder hereby declares understanding, agreement and certification of compliance to provide the services, at the prices quoted, in accordance with all the requirements and specifications contained herein and in the Terms and Conditions. The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid.

Company Name _____

Printed Name _____ Email Address: _____

Authorized Signature _____ Date _____

EXHIBIT B
SUBMISSION IS MANDATORY
PRIOR EXPERIENCE OF BIDDER

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

Bidder Name:	
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

 Signature of Bidder

 Date of Signature

EXHIBIT C
SUBMISSION IS MANDATORY

PERSONNEL EXPERTISE SUMMARY
(Also Attach Resumes for Management Staff)

Personnel	Background and Expertise of Management Staff
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1. _____
(Name)

(Title)

2. _____
(Name)

(Title)

3. _____
(Name)

(Title)

4. _____
(Name)

(Title)

5. _____
(Name)

(Title)

6. _____
(Name)

(Title)

Bidder's Signature

Date

EXHIBIT D
MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Department has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs).

STANDARDS:

The following standards shall be used by the Department in determining whether an individual, business, or organization qualifies as an SDVE:

- Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.);
- Having the management and daily business operations controlled by one (1) or more SDVs;
- Having a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

If a bidder meets the standards of a qualified SDVE as stated above, and unless previously submitted within the past five (5) years to the Department or to the Office of Administration, Division of Purchasing and Materials Management (DPMM), the bidder **must** provide the following SDV documents to receive the Missouri SDVE three (3) bonus point preference.

- A copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty),
- A copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs, and
- A completed copy of this exhibit.

(NOTE: The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

EXHIBIT D (continued)
MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business enterprise as defined in section 34.074, RSMo. I further certify that I meet the standards of a qualifying SDVE as listed herein pursuant to 1 CSR 40-1.050.

 Service-Disabled Veteran's Name
 (Please Print)

 Service-Disabled Veteran Business Enterprise Name

 Service-Disabled Veteran's Signature

 Missouri Address of Service-Disabled Veteran
 Business Enterprise

 Phone Number

 Website Address

 Date

 E-Mail Address

The SDVE bidder should check the appropriate statement below and, if applicable, provide the requested information.

- No, I have not previously submitted the SDV documents specified herein to the state agency or to the Office of Administration, Division of Purchasing and Materials Management (DPMM) and therefore have enclosed the SDV documents.
- Yes, I previously submitted the SDV documents specified herein within the past five (5) years to the state agency.
- Yes, I previously submitted the SDV documents specified above within the past five (5) years to the Office of Administration, Division of Purchasing and Materials Management (DPMM).

Date SDV Documents were Submitted: _____

Previous **Bid/Contract Number** for Which the SDV Documents were Submitted: _____
 (if known)

(NOTE: If the SDVE and SDV are listed on the DPMM SDVE database located at <http://oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to the DPMM within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the DPMM will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY	
SDV's Documents - Verification Completed By:	
_____ Procurement Officer	_____ Date

EXHIBIT E
PARTICIPATION COMMITMENT

Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment – If the bidder is committing to participation by or if the bidder is a qualified organization for the blind/sheltered workshop and/or a qualified SDVE, the bidder must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the bidder’s bid.

Organization for the Blind/Sheltered Workshop Commitment Table	
By completing this table, the bidder commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract.	
(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The bidder should also include the paragraph number(s) from the IFB 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: ----- IFB Paragraph References:
2.	Product/Service(s) proposed: ----- IFB Paragraph References:

SDVE Participation Commitment Table		
(The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed	Committed Percentage of Participation for Each SDVE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed SDVE <i>The bidder should also include the paragraph number(s) from the IFB which requires the product/service the SDVE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: ----- IFB Paragraph References:
2.	%	Product/Service(s) proposed: ----- IFB Paragraph References:
Total SDVE Percentage:	%	

EXHIBIT F

DOCUMENTATION OF INTENT TO PARTICIPATE

If the bidder is proposing to include the participation of an 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 IFB, the bidder must either provide a recently dated letter of intent, signed and dated no earlier than the IFB issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the bidder's bid.

~ Copy This Form For Each Organization Proposed ~

Bidder 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 bidder identified above.

Indicate appropriate business classification(s):

_____	Organization for the Blind	_____	Sheltered Workshop	_____	SDVE
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Name of Organization: _____

(Name of Organization for the Blind or Sheltered Workshop or SDVE)

Contact Name: _____ Email: _____

Address (If SDVE, provide MO Address): _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

SDVE's Website Address: _____ Certification Expiration Date: _____ (or attach copy of certification)

Service-Disabled Veteran's (SDV) Name: _____ (Please Print) SDV's Signature: _____

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
(Organization for the Blind, Sheltered Workshop, or SDVE)*

*Date
(Dated no earlier than
the IFB issuance date)*

EXHIBIT F (continued)

DOCUMENTATION OF INTENT TO PARTICIPATE

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)

If a participating organization is an SDVE, unless the Service-Disabled Veteran’s (SDV) documents were previously submitted within the past five (5) years to the state agency or to the Office of Administration, Division of Purchasing and Materials Management (DPMM), the bidder **must** provide the following SDV documents:

- a copy of the SDV’s award letter from the Department of Veterans Affairs or a copy of the SDV’s discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and
- a copy of the SDV’s documentation certifying disability by the appropriate federal agency responsible for the administration of veterans’ affairs.

(NOTE: The SDV’s award letter, the SDV’s discharge paper, and the SDV’s documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

The bidder should check the appropriate statement below and, if applicable, provide the requested information.

- No, I have not previously submitted the SDV documents specified above to the state agency or to the Office of Administration, Division of Purchasing and Materials Management (DPMM) and therefore have enclosed the SDV documents.
- Yes, I previously submitted the SDV documents specified above within the past five (5) years to the state agency.
- Yes, I previously submitted the SDV documents specified above within the past five (5) years to the Office of Administration, Division of Purchasing and Materials Management (DPMM).

Date SDV Documents were Submitted: _____

Previous **Bid/Contract Number** for Which the SDV Documents were Submitted: _____
(if known)

(NOTE: If the SDVE and SDV are listed on the DPMM SDVE database located at <http://oa.mo.gov/sites/default/files/sdvelisting.pdf> , then the SDV documents have been submitted to the DPMM within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the DPMM will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY	
SDV’s Documents - Verification Completed By:	
_____ Procurement Officer	_____ Date

EXHIBIT G
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The bidder/contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A: To be completed by a non-business entity as defined below.

BOX B: To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

BOX C: To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

I am a self-employed individual with no employees; **OR**
 The company that I represent utilizes 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 _____ (Bid/SFS/Contract 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 _____ (insert agency name) 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 G, continued

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

 Authorized Business Entity
 Representative's Name
 (Please Print)

 Authorized Business Entity
 Representative's Signature

 Business Entity Name

 Date

 E-Mail Address

As a business entity, the bidder/contractor must perform/provide the following. The bidder/contractor should check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the bidder's/contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed, at minimum, by the bidder/contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/contractor'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 G, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The bidder/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

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

Signature of Notary

Date

EXHIBIT G, continued

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.

- ü A page from the E-Verify Memorandum of Understanding (MOU) listing the bidder’s/contractor’s name and the MOU signature page completed and signed, , by the bidder/contractor and the Department of Homeland Security – Verification Division.
- ü A current, notarized Affidavit of Work Authorization (must be completed, signed and notarized within the last twelve months).

 Authorized Business Entity
 Representative’s Name
 (Please Print)

 Authorized Business Entity
 Representative’s Signature

 E-Verify MOU Company ID
 Number

 E-Mail Address

 Business Entity Name

 Date

Missouri State Agency or Public University* Name
 Date of Submission _____

Bid/Contract Number _____
 (If known)

- * Public University includes the following five schools:
- Ø Harris-Stowe State University - St. Louis
 - Ø Missouri Southern State University - Joplin
 - Ø Missouri Western State University - St. Joseph
 - Ø Northwest Missouri State University – Maryville
 - Ø Southeast Missouri State University - Cape Girardeau
 - Ø Division of Purchasing & Materials Management

**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS**

TERMS AND CONDITIONS -- INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

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

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Department.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. CONTRACT ADMINISTRATION

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

4. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

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

5. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at the bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, 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 bidder 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 bid. In addition, the bidder 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. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid 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 IFB.
- e. In the event that the bidder 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 IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The bidder should include a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph. The statutory limitations and prohibitive clauses may be requested to be clarified in writing by the Department or be accepted without further clarification if statutory limitations and prohibitive clauses are deemed acceptable by the Department. If the Department determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges, and shall be delivered to the Department's designated destination FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Bids, including all pricing therein, shall remain valid for 90 days from the bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign bidder 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 bid in order to be considered for award.

6. SUBMISSION OF BIDS

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

7. BID OPENING

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

8. PREFERENCES

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

9. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the Buyer of Record before contract award. Upon discovering an apparent clerical error, the Buyer of Record shall contact the bidder and request clarification of the intended bid. 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 bidder shall be subject to evaluation if deemed by the Department to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the Department. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the Department.

- d. Awards shall be made to the bidder(s) whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, the Department reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The Department reserves the right to reject any and all bids.
- g. When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from a bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the Department to the successful bidder. The Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation submitted on or before the official opening date and time will be considered open records pursuant to section 610.021 RSMo.
- k. The Department maintains records of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail if requested.
- l. The Department reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- n. The final determination of contract award(s) shall be made by the Department.

10. CONTRACT/PURCHASE ORDER

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

11. INVOICING AND PAYMENT

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

12. DELIVERY

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

13. INSPECTION AND ACCEPTANCE

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

14. WARRANTY

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

15. CONFLICT OF INTEREST

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

16. CONTRACTOR STATUS

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

17. REMEDIES AND RIGHTS

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

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

18. SEVERABILITY

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

19. CANCELLATION OF CONTRACT

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

20. TERMINATION OF CONTRACT

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

21. ASSIGNMENT OF CONTRACT

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

22. COMMUNICATIONS AND NOTICES

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

23. FORCE MAJEURE

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

24. CONTRACT EXTENSION

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

25. INSURANCE

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

26. BANKRUPTCY OR INSOLVENCY

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

27. INVENTIONS, PATENTS AND COPYRIGHTS

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

28. CONTRACTOR PROPERTY

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

29. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- a. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:
 1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
 2. The identification of a person designated to handle affirmative action;
 3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
 4. The exclusion of discrimination from all collective bargaining agreements; and
 5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- b. If discrimination by a contractor is found to exist, the Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Department until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

30. AMERICANS WITH DISABILITIES ACT

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

31. FILING AND PAYMENT OF TAXES

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

32. TITLES

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

Revised 08/07/2014

Jeremiah W. (Jay) Nixon
Governor



Ellis McSwain Jr.
Chairman

George A. Lombardi
Director

3400 Knipp Drive
Jefferson City, MO 65109
Telephone: 573-751-8488
Fax: 573-751-8501

State of Missouri
DEPARTMENT OF CORRECTIONS
Board of Probation and Parole
Ad Exelleum Conamur – "We Strive Towards Excellence"

February 5, 2014

The Division of Probation and Parole is pleased to present the 2013 revised edition of the Community Sex Offender Treatment Provider Manual. As all are aware, the treatment and supervision of sex offenders is no easy task and as a result, it takes great collaboration between the Probation and Parole Officer, the Treatment Provider and the Polygraph. While the risk of a sex offender committing another sex offense while in the community is quite low, these cases are considered high profile due to the impact on victims and their families. The crimes generate fear in the members of the public and the unique risks and needs of these offenders must be addressed through supervision and treatment in order to prevent future victimization.

The Department of Corrections takes the treatment and supervision of sex offenders very seriously. The purpose of this manual is to provide guidelines and expectations for all parties involved in this endeavor. The consequences of not treating and supervising these clients collaboratively are great. Most people who are convicted of a sex offense will be placed under community supervision at some point and it is our responsibility to provide evidence based treatment and supervision practices to promote client success and enhance public safety.

Should you have any questions or concerns about the contents of this manual, please feel free to contact Probation and Parole's Program Compliance Administrator, Cora Haynes, at Cora.Haynes@doc.mo.gov.

Thank you for the work you do each day and your commitment to client success and public safety.

Respectfully,

A handwritten signature in cursive script that reads "Julie Kempker".

Julie Kempker
Assistant Division Director



**Missouri Board of Probation and Parole
Missouri Department of Corrections
Division of Probation and Parole
Sex Offender Supervision and
Community Sex Offender Treatment
Provider Manual**

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Introduction

In 1995, three Regional Sex Offender Specialists were hired and they developed the Minimal Standards for Sex Offender Therapists and The Sex Offender Treatment Manual. This manual was originally developed to establish standards and guidelines for Sex Offender Treatment Providers regarding the treatment of Sex Offenders in the community. As research and knowledge with regard to treatment and supervision of sex offenders evolved, legislatures have passed new and more restrictive laws. Chapter 566, Sections 566.140 and 566.141, of the Missouri Revised Statutes outlines sex offender treatment requirements and provides standards with regard to treatment assessments and subsequent treatment.

Section 566.140 indicates the following:

- Any person who has pleaded guilty to or been found guilty of violating the provisions of Chapter 566 and is granted a suspended imposition or execution of sentence or placed under the supervision of the board of probation and parole shall be required to participate in and successfully complete a program of treatment, education and rehabilitation designed for perpetrators of sexual offenses.
- No person who provides assessment services or who makes a report, finding, or recommendation for any probationer to attend any counseling or program of treatment, education or rehabilitation as a condition or requirement of probation, following the probationer's plea of guilty to or a finding of guilt of violating any provision of this chapter or chapter 565, may be related within the third degree of consanguinity or affinity to any person who has a financial interest, whether direct or indirect, in the counseling or program of treatment, education or rehabilitation or any financial interest, whether direct or indirect, in any private entity which provides the counseling or program of treatment, education or rehabilitation.
- The provisions of subsection 2 of this section shall not apply when the Department of Corrections has identified only one qualified service provider within reasonably accessible distance from the offender or when the only providers available within a reasonable distance are related within the third degree of consanguinity or affinity to any person who has a financial interest in the service provider.

Section 566.141 indicates the following:

- Any person who is convicted of or pleads guilty or nolo contendere to any sexual offense involving a child shall be required as a condition of probation or parole to be involved in and successfully complete an appropriate treatment program. Any person involved in such a program shall be required to follow all directives of the treatment program provider.

Management and the reduction of risk factors have become paramount to sex offender supervision and community based treatment with an overall goal of ensuring public safety. The Approved Provider Manual contains standards with regard to the treatment and management of sex offenders currently under the supervision of the Board of Probation and Parole.

As have many jurisdictions across the country, Division of Probation and Parole has adopted the Containment Approach, developed by Kim English, to guide the supervision and treatment of sex offenders residing in communities in Missouri. The Containment Approach is an accepted, effective way to manage sex offenders, based on empirical data and theoretical concepts consistent with the best available information from the field of community corrections. The underlying principles of the containment approach include:

- Each sexual crime has significant potential for immediate and chronic harm to direct victims, their families, and communities.
- The great majority of sexual crimes are planned acts, committed within the context of an identifiable pattern, integral to the offender's life.
- Working together, criminal justice and forensic mental health professionals can effectively identify, monitor, interrupt, and modify this pattern in many cases.
- Official response to sex crimes can assist or impede victim recovery in many cases.
- A victim-oriented philosophy for managing offenders consistently asks, "What is best for the victim?"
- Sensitive laws and practices can provide adequate safeguards without re-victimizing family members.

The Containment Approach, or model as it is often referred to, operates in the context of multi-disciplinary collaboration, explicit policies, and consistent practices that combine case evaluation and risk assessment, sex offender treatment, and intense community monitoring and supervision, all designed to maximize public safety.

The ultimate goal of the Containment Model is to manage risk; thus, preventing the likelihood of sex offenders re-offending. There are three critical components of containment-focused risk management: 1) supervision, 2) treatment, 3) polygraph examinations. These components must act collaboratively to develop specific practices that can be tailored to the individual characteristics of the sex offender and adapted to the needs of the community.

For the Containment Model to be effective it is crucial for supervision agencies, treatment providers, and polygraph examiners to share information and communicate freely to prevent sex offenders from maintaining secrecy and deception or playing members of the team against one another to the sex offender's advantage. As teamwork improves, gaps in offender management will begin to disappear.

Definitions

Active Supervision – The monitoring and evaluation of a client’s performance by the division of Probation and Parole, which may result in revocation by the court or the Parole Board.

Approved Provider List – A comprehensive list of Community Sex Offender Treatment Providers who have been approved by the Department of Corrections to provide sex offender evaluations and/or treatment for sex offenders currently under the supervision of the Missouri Board of Probation and Parole.

Assessment – An in-depth interview of a client to gather demographic information, psychosocial history, educational and work histories, Substance Abuse, Medical, and/or Mental Health histories, previous treatment history, and client’s perception of current strengths and deficits.

Assessment Instrument – In general, any of a number of standardized devices utilized in measuring or recording data to identify sex offender’s behaviors, beliefs, history, functioning, and other factors relevant to sex offender treatment.

Association for the Treatment of Sexual Abusers (ATSA) – An organization with international membership that promotes evidence based practice, public policy, and strategies for communities to enhance effective assessment, treatment, and management of those who have committed sexual abuse or are at risk of committing abuse.

Chief Administrative Officer (CAO) – The chief administrative officer is the highest-ranking individual at the worksite, as designated below. Exception: Employees at worksites who do not report to the worksite chief administrative officer will be accountable to the assistant division directors/central office section heads who are in their chain of command.

1. Division Director
2. Chief State Supervisor
3. Assistant Division Directors
4. Regional Administrators
5. Superintendents
6. Field Services Administrator
7. District Administrators

Chief Law Enforcement Official (CLEO) – The county sheriff, chief of police or other public official responsible for enforcement of criminal laws within a county or city not within a county.

Child Care Facility – A house or other place conducted or maintained by any person who advertises or holds them self out as providing care for more than four children during the day time, for compensation or otherwise, except those operated by a school

system or in connection with a business establishment which provides child care as a convenience for its customers or its employees for no more than four hours per day, but a child care facility shall not include any private or religious organization elementary or secondary school, a religious organization academic preschool or kindergarten for four- and five-year old children, a home school, as defined in section 167.031 RSMo.

Clinical Polygraph – An instrument which measures physiological reactions associated with arousal of the autonomic nervous system such as increased heart activity, rate and depth of breathing, and palm sweating. These physiological responses are interpreted by a specifically trained technician as indicating truth or deception and are non-interrogatory.

Clinical Polygraph Examiners – Polygraph examiners utilized by the community sex offender program are experienced individuals who have successfully completed a recognized and/or certified school of polygraph testing, including a specialized 40-hour course in post-conviction sex offender testing. These individuals must maintain ongoing professional membership in at least one of the three nationally recognized polygraph associations (American Polygraph Association, National Polygraph Association, or American Association of Police Polygraphists) and shall abide by all conduct and ethical standards set by that association, including those related to continuing education.

Community Sex Offender Treatment Provider – A licensed mental health professional with specialized experience and training background in sex offender treatment that is “Approved” by the Department of Corrections to treat sex offenders currently under supervision of DOC. Treatment providers are independent practitioners, and as such, they are neither employees nor contractors of DOC. While DOC recognizes that these mental health professionals provide services independently and consistent with their licensure requirements, professional standards, and ethics, providers are also expected to offer treatment that is consistent with guidelines described by the Association for the Treatment of Sexual Abusers (ATSA) and DOC requirements of adequate records to include risk information.

Community Sex Offender Treatment Provider (Provisional) – Community sex offender treatment providers who are licensed mental health professionals who lack the 500 hours of diagnostics/treatment of sex offenders and practice under the supervision of an approved Community Sex Offender Treatment Provider, with the approval of Department of Corrections.

Community Supervision Centers (CSC) – A structured residential facility designed to allow clients to remain in the community while focusing on issues related to employment, treatment and securing a home plan.

Conditional Release – Statutorily mandated release with a required period of supervision.

Contracted Monitoring Service – An Interactive Voice Response (IVR) reporting system provided by a private vendor. The service enhances the management of the

client population by receiving regular calls from the clients to verify basic information and provide that to the supervising officer.

Criminogenic Needs – Dynamic risk factors linked to criminal behavior that when addressed or changed affect an offender’s risk for recidivism. Examples include, but are not limited to, antisocial attitudes, values and beliefs, low self control, associates, substance abuse, leisure/recreation, family, education, and employment.

Dangerous Felony Sex Offenses – Forcible Rape, Forcible Sodomy, Attempted Forcible Rape (if physical injury results), Attempted Forcible Sodomy (if physical injury results), Statutory Rape First Degree (if victim is less than 12 years old at time of offense), Statutory Sodomy First Degree (if victim is less than 12 years old at time of offense).

Designated Sex Offender (DSO) – Classification of an offender whose current supervision is not the result of a finding of guilt for a sexual offense as defined by statute, but who has been ordered by the court or Parole Board to be supervised as a sexual offender.

Director’s Release – The release of an offender from incarceration not requiring further supervision by the Board of Probation and Parole, either after 9/12ths of the sentence has been completed under the old criminal code, or after 12/12ths of the sentence has been completed under the new criminal code, which took effect January 1, 1979.

Discharged Supervision – The term of lifetime supervision of sex offenders who have completed their imposed sentence.

Emergent – A sudden unforeseen crisis requiring an immediate intervention.

Evaluation – A clinical appraisal combining assessment instruments with interview to determine whether or not a referred offender is in need of sex offender treatment. Also called a “DSO Evaluation,” this should consist of, at minimum, a measure of static risk factors and personality or psychopathy.

Felony Registration – A form completed, per statute, on each client released from the custody of the department who will be under the supervision of the Parole Board within the state and forwarded to the Chief Law Enforcement Officer of the county of residency.

Foreseeable Risk – An anticipated danger that a sensible person should expect as a consequence of one's actions.

Global Positioning Satellite System (GPS) – An electronic monitoring system that utilizes global satellite and cellular communications capability to track client movement.

1. **Active GPS System** - Provides real-time tracking, which may be delayed up to 30 minutes.
2. **Passive GPS System** - Provides a historical record when the device is placed in the charging stand.

Goal Attainment Scaling (GAS) – An assessment instrument, which will assess individual risk, treatment needs, goals and progress based on “Core Clinical Factors,” Stable-2007 and Acute-2007.

Good Lives Model (GLM) – A theoretical framework of offender treatment based on the premise that humans are goal-directed and inclined to obtain “goods.”

In-test Phase – The portion of the polygraph examination in which the sex offender submits to the actual polygraph examination.

Instant Offense Examination – A polygraph examination which is event specific, focusing on denial issues related to the circumstances of the sexual offense for which the offender is currently being supervised as a sexual offender.

Lifetime Supervision – The supervision of an offender for the duration of his or her natural life when the offender has pleaded or been found guilty of a crime requiring lifetime supervision, as defined by state statute.

Lifetime Supervision Violation – Willful action, or inaction, which is prohibited by the supervision conditions established by the court or Parole Board and which is also a law violation as established in 575.206 RSMo (Violating a Condition of Lifetime Supervision, Class C Felony).

Loiter – To remain in an area for no obvious reason or purpose.

Maintenance Examination – A polygraph examination that focuses on unknown incidents from the date of the offender’s conviction to the present, to ensure compliance with supervision plans involving treatment and conditions of supervision.

Missouri Uniform Law Enforcement System (MULES) – A criminal justice mainframe host computer located in Jefferson City, owned and operated by the State of Missouri, allowing access to other host systems.

MoSOP – The Missouri Sex Offender Program, a program of the Division of Rehabilitation Services specific to treatment, assessments and evaluations of incarcerated sex offenders.

Nolo Contendere – A plea in court to answer to a charge stating that the defendant will not contest the charges, but neither admits guilt nor claims innocence. It is the equivalent of a guilty plea.

Offender Registration – A form completed on all clients sentenced under 589.400 RSMo.

Parole – The discretionary release of a client, whose term has not yet expired, with a required period of supervision.

Penile Plethysmograph (PPG) – An electronic device that produces data associated with the measurement of sexual arousal.

Post-Test Phase – The portion of the polygraph examination in which the polygraph examiner addresses concerns and/or issues resulting from the in-test phase and the submission of the report.

Pre-Test Phase – The initial portion of the polygraph examination in which the polygraph examiner provides the sex offender the procedures associated with the polygraph examination and an opportunity for the examiner to address questions and/or concerns of the sex offender.

Prior Sex Offender – An offender who has previously pleaded guilty to or been found guilty of an offense contained in Chapter 566, RSMo., or *Incest when the offender had sexual intercourse or deviate sexual intercourse with the victim, or *Endangering the Welfare of a Child 1st Degree when the offender knowingly engaged in sexual conduct with a victim under the age of seventeen over whom the offender was a parent, guardian, or otherwise charged with the care and custody.

* For an offense occurring on or before 8-28-06, prior convictions for Incest or Endangering the Welfare of a Child did not qualify as prior sex offenses for the purpose of requiring lifetime supervision.

Private School – A school, offering grades not higher than 12, established and controlled privately and supported by endowment and tuition. This does not include colleges/universities.

Public School – Includes all elementary and high schools operated by publicly elected or appointed school officials and which is supported primarily by public funds.

Residential Facility – A community based facility contracted by the department for the housing of clients and services, which may vary depending on facility.

Risk-Needs-Responsivity Model (RNR) – A treatment program based on the principles of risk, need and responsivity.

"Rules and Regulations Governing the Conditions of Probation, Parole, and Conditional Release for Sex Offenders" – Divisional booklet which addresses issues specifically related to sex offender supervision.

Sex Offenders – All persons under the supervision of the Board of Probation and Parole for offenses for which sexual treatment is mandated by state statute or required by department policy. The offenses are noted below. Other sex offense classes not specifically listed but prosecuted as "attempt" Class cases also require sex offender supervision and treatment.

1. Mandated by Statute

- 566.030 - Forcible Rape
- 566.032 - Statutory Rape 1st degree
- 566.034 - Statutory Rape 2nd degree
- 566.040 - Sexual Assault
- 566.060 - Forcible Sodomy
- 566.062 - Statutory Sodomy 1st degree
- 566.064 - Statutory Sodomy 2nd degree
- 566.067 - Child Molestation 1st degree
- 566.068 - Child Molestation 2nd degree
- 566.070 - Deviate Sexual Assault
- 566.083 - Sexual Misconduct Involving a Child
- 566.086 - Sexual Contact with a Student While on Public School Property
- 566.090 - Sexual Misconduct 1st degree
- 566.093 - Sexual Misconduct 2nd degree
- 566.095 - Sexual Misconduct 3rd degree
- 566.100 - Sexual Abuse
- 566.111 - Unlawful Sex with an Animal
- 566.145 - Sexual Contact with a Prisoner or Offender
- 566.151 - Enticement of a Child
- 566.209 - Trafficking for the Purpose of Sexual Exploitation
- 566.212 - Sexual Trafficking of a Child
- 566.213 - Sexual Trafficking of a Child Under Age 12

2. Required by Department

- 565.115 - Child Kidnapping (when sexually motivated)
- 565.200 - Sexual Contact or Sexual Intercourse with a Resident of a Nursing Home
- 565.252 - Invasion of Privacy, 1st Degree
- 568.020 - Incest
- 568.045 - Endangering the Welfare of a Child 1st Degree (when convicted under subsection 1, subdivision (2) of this statute)
- 568.060 - Abuse of a Child (when convicted under subsection 1, subdivision (2) of this statute)
- 568.065 - Genital Mutilation of a Female Child 2nd degree

568.070 - Unlawful Transactions with a Child
568.080 - Child Used in Sexual Performance
568.090 - Promoting Sexual Performance by a Child
568.175 - Trafficking in Children
573.020 - Promoting Obscenity 1st degree
573.023 - Sexual Exploitation of a Minor
573.025 - Promoting Child Pornography 1st degree
573.030 - Promoting Obscenity 2nd degree
573.035 - Promoting Child Pornography 2nd degree
573.037 - Possession of Child Pornography
573.040 - Furnishing Pornographic Material to Minors
573.060 - Public Display of Explicit Sexual Material
573.065 - Coercing Acceptance of Obscene Material

Sex Offender Designation (DSO) – An offender whose current supervision is not for a sex offense as defined by statute, who has been designated as such by means of a due process hearing and/or the court or Parole Board has issued a special condition or extended written provisional authority for sex offender supervision.

Sex Offender Management Team (SMT) – A team made up of a core group that includes the Probation and Parole Officer, approved provider and polygraph examiner. There may be a reason to include extended team members that are unique to each case. The extended team members might include MoSOP, Department of Social Services worker, child abuse and neglect investigators, law enforcement, family members, approved sponsors, victim advocates, and victim's counselors.

Sex Offender Registration and Notification Act (SORNA) – A federal law found in Title I of the Adam Walsh Child Protection and Safety Act of 2006. This act provides a comprehensive set of minimum standards for sex offender registration and notification in the United States. The act aims to close potential gaps and loopholes that existed under prior law and to strengthen the nationwide network of sex offender registration and notification programs.

1. A “sex offender” for the purpose of this act is an individual who was convicted of a sex offense.
2. The act defines a “sex offense” as including:
 - a. A criminal offense that has an element involving a sexual act or sexual contact with another, and
 - b. A criminal offense that is a specified offense against a minor, and
 - c. Attempts and conspiracies to commit these offenses.
3. The act excludes an offense involving consensual sexual contact:

- a. if the victim was an adult (unless the adult was under custodial authority of the offender at the time of the offense), or
 - b. If the victim was at least 13 years old and the offender was not more than 4 years older than the victim.
4. This act requires registration for misdemeanor offenses.
 5. The act requires registration for SIS convictions, including an SIS probation that was successfully discharged.

Sex Offender Registration (Missouri) - Any person who, since January 1, 1995, has been:

- Convicted of
- Found guilty of
- Pled guilty to committing
- Attempting to commit
- Conspiracy to commit (08-28-2008)
- Pled nolo contendere (08-28-2004)
- Committed to the Department of Mental Health as a Criminal Sexual Psychopath
- Found not guilty as a result of mental disease or defect
- Has been or is required to register in another state or foreign country
- Has been or is required to register under federal law
- Has been or is required to register under military law
- Offenders who work or attend school or training on a full time or part-time basis in Missouri
- Offenders who have committed comparable offenses under a tribal jurisdiction (08-28-2008)

Must register in person within three days of conviction, release from incarceration or placement on probation or within three days of moving into state with the Chief Law Enforcement Officer of the county of where they expect to reside. The following felony Chapter 566 Missouri offenses, including attempts and conspiracies, are required register as a sex offender:

- Forcible rape
- Rape, first-degree
- Rape, second degree
- Statutory rape, first degree
- Statutory rape, second degree
- Sexual assault
- Forcible sodomy
- Sodomy, first degree

- Sodomy, second degree
- Statutory sodomy, first degree
- Statutory sodomy, second degree
- Child molestation, first degree
- Deviate sexual assault
- Sexual misconduct involving a child
- Sexual contact with a student
- Sexual misconduct, first degree (Sexual misconduct in the first degree is a class A misdemeanor unless the actor has previously been convicted of an offense under this chapter or unless in the course thereof the actor displays a deadly weapon in a threatening manner or the offense is committed as a part of a ritual or ceremony, in which case it is a class D felony)
- Sexual misconduct, first degree (Sexual misconduct in the first degree is a class B misdemeanor unless the person has previously been convicted of an offense under this chapter, in which case it is a class A misdemeanor) (8/28/13)
- Sexual misconduct, second degree
- Sexual abuse
- Sexual abuse, first degree (Sexual abuse in the first degree is a class C felony unless in the course thereof the actor inflicts serious physical injury or displays a deadly weapon or dangerous instrument in a threatening manner or subjects the victim to sexual contact with more than one person or the victim is less than 14 years of age, in which case it is a class B felony) (8/28/13)
- Sexual abuse, second degree (Sexual abuse in the second degree is a class A misdemeanor unless the actor has previously been convicted of an offense under this chapter or unless in the course thereof the actor displays a deadly weapon in a threatening manner or the offense is committed as a part of a ritual or ceremony, in which case it is a class D felony) (8/28/13)
- Crime of promoting online sexual solicitation
- Unlawful sex with an animal (Unlawful sex with an animal is a class A misdemeanor unless the defendant has previously been convicted under this section, in which case the crime is a class D felony)
- Child molestation, second degree (Child molestation in the second degree is a class A misdemeanor unless the actor has previously been convicted of an offense under this chapter or in the course thereof the actor inflicts serious physical injury on any person, displays a deadly weapon or dangerous instrument in a threatening manner, or the offense is committed as part of a ritual or ceremony, in which case the crime is a class D felony)

The following Missouri offenses not included under Chapter 566, RSMo are required to register with the Chief Law Enforcement Authority:

- Kidnapping when the victim was a child, pursuant to Section 565.110, RSMo - excluding kidnapping by parent/guardian. (589.400.6)
- Felonious restraint when the victim was a child- when not the parent or guardian
- Promoting prostitution in the first, second, and third degree
- Sexual exploitation of a minor
- Promoting child pornography in the first and second degree
- Possession of child pornography, furnishing pornographic material to minors
- Public display of explicit sexual material
- Coercing acceptance of obscene material
- Promoting obscenity in the first degree
- Promoting pornography for minors or obscenity in the second degree
- Incest
- Use of a child in a sexual performance
- Promoting sexual performance by a child
- Endangering the welfare of a child, pursuant to 568.045, when endangerment is sexual in nature
- Sexual contact of sexual intercourse with a resident of a nursing home
- Genital mutilation of a female child
- Furnishing pornographic material to minors
- Abuse of a child when such abuse is sexual in nature.
- Juvenile offenders, certified as adults, who have committed an offense comparable to or more severe than aggravated sexual abuse, as defined by 18 USC 2241, including any attempt or conspiracy to commit such an offense.
- Juvenile offenders fourteen years of age or older who are adjudicated of an offense that is comparable to or more severe than aggravated sexual abuse, as defined by 18 USC Section 2241, including any attempt or conspiracy to commit such an offense.

Sex Offender Supervision Agreement – A written agreement citing the specific conditions required of any offender meeting the criteria for sex offender supervision.

Sex Offender Treatment – A community based treatment program conducted by a department-approved provider whose therapy is based on guidelines outlined by the Association for the Treatment of Sexual Abusers (ATSA).

Sex Offense Monitoring Examination – A polygraph examination that addresses concerns regarding a specific incident while under supervision or as a follow-up from a previous Maintenance Examination regarding high-risk behavior.

Sexual History Examination – A polygraph examination that refers to the sex offender's lifetime history of victimizing others and the offender's sexual deviant behaviors prior to the offender's date of conviction, excluding the offense for which the sex offender is under supervision.

Sexually Violent or Abusive Behavior – Intentional physical, verbal, written or visual sexual conduct imposed upon another without their consent. Any sexual conduct by an adult with a minor is, by definition, without consent.

Supervision – The monitoring and evaluation of an offender's performance by Probation and Parole Officer.

Supervisor – An offender's acquaintance, family member, or significant other approved by the management team and who was completed an approved Supervisor Program conducted by an Approved Community Sex Offender Treatment Provider. The supervisor is aware of the offender's crime, risk factors, and offense cycles, and oversees the offender's behavior during potentially high-risk situations.

Treatment Compliance Specialist (TCS) – A licensed mental health professional who assists and supports the implementation of the Containment Model within Missouri Sex Offender Community Treatment. The TCO consults with providers, explains expectations, observes groups to assure quality standards are being met, monitors providers' records to verify that adequate documentation is taking place, and serves as a liaison and resource person to assist therapy providers, supervising officers, polygraph examiners, sex offenders, and court officials.

Violation – Willful action or inaction, which is prohibited by the supervision conditions established by the court or Parole Board.

Role and Responsibilities of Probation and Parole Officer

All Probation and Parole Officers follow Missouri Statutes and procedures of the Department of Corrections and the Division of Probation and Parole. General expectations with regard to supervision of sex offenders within the Containment Model include the following:

- Supervise sexual offenders in conjunction with all established policies and procedures.
- Provide offenders with the complete and current list of all approved Community Sex offender Treatment Providers.
- Communicate with Community Sex Offender Treatment Providers to verify sex offenders' compliance with treatment goals and conditions of probation or parole.
- Share with providers, as appropriate, any and all offender information and/or concerns that have a bearing on public safety and/or offender risk management.
- Send a referral form to therapist on all offenders referred for treatment and/or a DSO evaluation.
- Schedule polygraph exams and provide a polygraph referral form to the examiner that includes information from the therapists and type of examination.

Probation and Parole Officers complete an initial assessment of all sex offenders placed on supervision. The initial assessment includes a review of prior arrests and/or findings of guilt, home plan, significant others, social support networks, prior and/or current treatment/supervision and employment.

During the assessment of the home plan, the supervising officer determines risk factors and statutory requirements prior to occupancy. Certain sex offenders may not reside within 1,000 feet of any public or private school up to the 12th grade or childcare facility which is in existence at the time of the offender establishing his or her residency. The ability to reside and register at an address is determined by statutory guidelines. Any person who has been or hereafter has pleaded guilty or nolo contendere to, or been convicted of, or been found guilty in state after August 28, 2004 of:

- Violating any of the provisions of Chapter 566, RSMo
- Provisions of subsection 2 of section 568.020, incest
- Section 568.045, endangering the welfare of a child in the first degree
- Subsection 2 of section 568.080, use of a child in a sexual performance
- Section 568.090, promoting a sexual performance by a child
- Section 573.023, sexual exploitation of a minor
- Section 573.025, promoting child pornography in the first degree

- Section 573.035, promoting child pornography in the second degree
- Section 573.037, possession of child pornography, or
- Section 573.040, furnishing pornographic material to minors;

Any offense in any other state or foreign country or under federal, tribal, or military jurisdiction which, if committed in this state, would be a violation listed in this section after August 28, 2008.

If a school or child care facility is built or placed within 1000 feet of an approved residence for certain sex offenders, the officer will direct the offender to notify the sheriff within one week of the opening and provide proof that the he or she resided at the residence prior to the opening of facility. In addition, certain sex offenders shall not knowingly be present in or loiter within 500 feet of any real property, comprising any public park with play ground equipment or a public swimming pool.

In addition to the 1,000 feet statutory requirement, the following 500 feet supervision restrictions are applicable.

- Certain sex offenders are prohibited from knowingly being physically present in or loitering within 500 feet of or approaching, contacting, or communicating with any child younger than 18 years of age in any child care facility building or the real property comprising any child care facility when children younger than 18 years of age are present in the building or on the grounds unless the offender is the parent, guardian, or custodian of the child in the building or on the grounds.
- Certain sex offenders are prohibited from knowingly being present in or loitering within 500 feet of any real property comprising any public park with playground equipment or a public swimming pool.
- Certain sex offenders may not loiter 500 feet of the real property of any school when a person younger than 18 is present. No parent, legal guardian, or custodian who has pleaded guilty or nolo contendere to, or been convicted of, or been found guilty of violating certain offenses shall not be present without permission from the School Superintendent or School Board or Principal in a private school.

It should be noted local municipalities may or may not have additional residency restrictions for certain sex offenders; therefore, the supervising officer will verify any additional rules/regulations regarding registration/residency.

In addition to Probation and/or Parole Orders of supervision, all sex offenders, including designated sex offenders and Interstate cases supervised as a sex offender, under the supervision of the Board of Probation and Parole, shall sign and abide by the Sex Offender Supervision Agreement. Refusal to sign the Sex Offender Supervision Agreement may result in a Violation Report being submitted to the Court or Board. All offenders supervised as sex offenders will also be provided with the booklet "Rules and

Regulations Governing the Conditions of Probation, Parole, and Conditional Release for Sex Offenders.”

During the initial interview, the supervising officer will provide the Approved Provider List to the sex offender to initiate treatment. The offender is responsible for selecting and contacting a treatment provider from the aforementioned list to initiate treatment services. Once the offender has selected the provider, the supervising officer will forward a treatment referral form to the provider outlining information pertaining to the current offense and pertinent case material. If the offender requests an alternative provider after engaging in treatment, the Sex offender Management Team must approve the request prior to making any change in primary therapists. Refusal on the part of the offender to participate in treatment with an approved provider or a negative termination shall be considered a violation of supervision and the supervising officer will submit a Violation Report to the Court or Parole Board.

A component of the treatment process includes the utilization of the polygraph examination. The examination is a clinical tool used by the Management Team to adjust treatment goals and supervision plans. The polygraph examination shall be scheduled by the supervising officer with the contracted vendor. The type of examination and concerns of the Sex offender Management Team shall be summarized on the Polygraph Referral Form and forwarded to the polygraph examiner prior to the examination date. The state approved Sexual History Booklet is provided to the sex offender prior to the examination date for all sexual history examinations.

If a sex offender is currently receiving on-going psychiatric treatment, excluding medication compliance monitoring, the supervising officer shall request a letter from the primary care provider indicating the polygraph examination will not interfere with on-going mental health services. A copy shall be provided to the examiner prior to the examination date by the supervising officer.

The supervising officer and provider will review the results of the polygraph examination with the sex offender. The supervising officer will not provide a copy of the polygraph examination results to the offender. The supervising officer will follow policy/procedure for admission to violation of conditions of supervision obtained during the polygraph examination. The following shall be followed:

- Inconclusive or deceptive results alone cannot be used as a basis to substantiate a violation.
- Admissions by the offender during the exam process involving possible new law violations and/or victims shall be immediately referred to law enforcement authorities for investigation.
- If the supervising officer has reasonable cause to suspect a child has been or may be subjected to abuse or neglect, then the supervising officer shall immediately report this information to the Division of Family Services.

When a polygraph examination reveals a sex offender is not compliant with treatment/supervision conditions, engaging in high risk behaviors or indicates deception, the Sex Offender Management Team should consult regarding treatment and supervision plan adjustments which may include:

- Increased level of supervision
- Curfew Restrictions
- Geographic Restrictions
- Electronic Monitoring
- Re-assessment of risk for treatment interventions

The Sex Offender Management Team shall make the decision with regard to re-test or follow-up examinations. The same type of examination cannot be administered more than three times annually.

The following shall be addressed prior to completion of treatment:

- Documented reduction of risk
- Completion of sex offender treatment components/goals
- Completion and approval of relapse prevention plan
- Completion and approval of aftercare plan
- An agreement of the Sex Offender Management Team

Role and Responsibilities of Community Sex Offender Treatment Provider

Community Sex Offender Treatment Providers must be approved by the Department of Corrections as outlined in the Community Sex Offender Treatment Provider Standards. Consideration regarding being a Community Sex Offender Treatment Provider shall be forwarded to the Program Compliance Administrator. Community Sex Offender Treatment Providers offer evidence-based treatment services to the sex offenders who are being supervised by the Board of Probation and Parole. General expectations with regard to treatment of sex offenders within the Containment Model include the following:

- Credentialed mental health professional licensed to practice independently in the State of Missouri and have professional training and experience in working with the sexual offenders.
- Follow appropriate legal and ethical guidelines, including ATSA ethics and standards of practice.
- Maintain stable evidence-based treatment procedures that allow for individualized treatment for all sex offenders.
- Provide assessments and/or evaluations based on valid and current assessment tools (verification of training/authorization and the current assessment tools shall be provided to the Treatment Compliance Specialist).
- Provide treatment on a weekly basis (with minimal exceptions). Group treatment is the preferred, however, individual treatment may be offered based on the assessment of the offender.
- Ensure all treatment groups are the same gender.
- Notify both the Treatment Compliance Specialist and all appropriate Probation and Parole Officers of any group cancellations.
- Require sex offenders to complete all basic necessary treatment components based on risk and need before consideration is given to less intense treatment or successful discharge from treatment.
- Process polygraph examination results with the sex offender during treatment.
- Terminate offenders from treatment, in consultation with the supervising officer, who demonstrate an ongoing pattern of non-compliance with treatment, and work with the Probation and Parole Officer to develop a plan for community

protection. Deceptive or Inconclusive polygraph results should not be the sole basis for termination from treatment.

- Provide attendance reports to the primary supervising Probation and Parole Officers on a weekly basis (typically immediately following group treatment).
- Provide written quarterly progress reports to the supervising Probation and Parole Officer.
- Consult with the supervising Probation and Parole Officer prior to recommending offender's transfer to aftercare or release from treatment.
- Providers must notify supervising Probation and Parole Officers of all offender absences from treatment within one working day.
- Provide client completion or termination reports that include a degree of risk assessment for the community and recommendations for the supervising officer. These reports are due within ten calendar days of the discharge or completion of treatment.
- Consistent sharing of emergent offender issues and situations related to risk with the offender's supervising officer within one working day.
- Notify the Treatment Compliance Specialist and Probation and Parole Officers of any changes in contact information, treatment group days/times/locations of services.
- Allow the Treatment Compliance Specialist to monitor therapy groups and review records for compliance with the expectations of the Department of Corrections.
- Notify the Treatment Compliance Specialist of any consecutive absences from groups (due to illness, vacation, conference attendance, etc.).
- Notify the Treatment Compliance Specialist of the use of an alternate therapist prior to scheduled group. All alternates must be either an approved Community Sex Offender Treatment Provider or a Community Sex Offender Treatment Provider (Provisional).

Providers are expected to complete a formal/written intake assessment; documentation shall be maintained in the offender's treatment file. The intake assessment shall include the following:

- Thorough psychosocial assessment.
- Complete sexual history.
- An objective assessment of risk to the community.
- Prior treatment history.

Each offender should have an Individualized Treatment Plan that includes treatment components as identified by intake assessment and ongoing treatment that includes the following:

- Specific offender problem(s) being addressed.
- Specific and measurable goals.
- Specific interventions which will be utilized to attain the goal.
- Goals time specific and each goal has a target review/completion date.
- Revised treatment plan reflecting goal completion and/or extension.
- The offender's signature indicating that the plan has been discussed and agreed upon between the offender and therapist.

(A generic, photocopied "treatment plan" that is utilized with multiple offenders does not meet this requirement. A treatment plan must be individualized to address specific offender risk/goals.)

Penile Plethysmograph (PPG) shall only be used during the initial assessment phase and the PPG examiner shall adhere to the "Guidelines for the Use of the Penile Plethysmograph," published by the Association for the Treatment of Sexual Abusers, ATSA Practitioner's Handbook. PPG examiners shall adhere to the following specific procedures during the administration of each examination:

- The examiner shall obtain the informed consent of the offender for the PPG examination, and shall inform the offender of the examination methods, how the information will be used, and with whom the therapists will share the information.
- The examiner shall respect an offender's right to be fully informed about the examination procedures, and results of the examination should be shared with the offender and any questions clarified with the offender at the conclusion of the test and review of the report.
- The offender shall also sign a standard waiver/release of information statement.
- The examiner shall elicit relevant biographical and medical history information from the offender prior to administering the actual PPG examination.
- The PPG shall only be used for the purposes of assessing and formulation of treatment goals.
- The use of PPG examination shall be specific to individual offender and not a general requirement of treatment.
- PPG examination results shall be used in conjunction with other evaluation tools to assess risk and determine treatment needs.

Written reports shall be completed on all PPG examinations by the examiner and maintained in the offender file. The report shall include the following:

- A statement indicating the offender was provided information pertaining to the examination and the role of the examination in the treatment process.
- A description of the method for collecting data.
- The range of physiological responses exhibited by client.
- Any indication of suppression or falsification.
- An indication of the validity of the data and validity controls used during the examination.
- The types of stimulus materials used during the examination.
- Summary of highest arousal in each category.
- The offender's emotional state.
- Level of offender cooperation.
- Interpretation of data.

Individual weekly notes are expected to be completed for each client contact. Progress Reports should be completed on each offender every quarter and submitted to the Probation and Parole officer summarizing treatment progress or lack of progress as related to the treatment plan. The Progress Report should include information about offender attendance, participation, and progress or lack of progress. Information relating to fees, outstanding financial balances, or other related risk should be included in the report. Failure to complete required paperwork may result in a temporary suspension with the submission of an approved action plan. Failure to comply with the action plan and update all paperwork may result in a review of approval status.

Each provider is responsible for obtaining and filing signed releases from each offender that allows appropriate communication between the Probation and Parole Officer and the therapist, and other appropriate parties, including the Regional Sex Offender Specialists and Polygraph examiner.

The confidentiality agreement should include an acknowledgement that the Treatment Compliance Specialists will observe groups. In addition, the release would explain the limits of confidentiality given the fact that treatment is either ordered or required by Missouri law. The confidentiality agreement may acknowledge that the Treatment Compliance Specialists will abide by confidentiality within the limits of professional practice, state statutes and Probation and Parole procedures.

If a therapist has reasonable cause to suspect a child has been or may be subjected to abuse or neglect, the provider shall immediately report this information Child Abuse Hotline. If an offender discloses information involving possible new law violations and/or victims the provider shall immediately notify the supervising officer.

Further, a review of current legal research reveals a common law duty to warn third parties of potential threats to their safety in *Tarasoff v. The Regents of the University of California in 1976*. The American Counseling Association Code of Ethics confidentiality may be waived to protect clients and/or others from serious or foreseeable harm. Counselors are permitted to consult with other professionals when there is doubt regarding a situation.

*Sample forms are contained in the provider manual; however, if an approved provider has standardized forms all of the information contained in the sample forms must be included in the standardized forms.

Role and Responsibilities of Community Sex Offender Treatment Provider (Provisional)

Community Sex Offender Treatment Providers (Provisional) must be approved by the Department of Corrections as outlined in the Community Sex Offender Treatment Provider Standards (Provisional). Consideration regarding being a Community Sex Offender Treatment Provider (Provisional) shall be forwarded to the Program Compliance Administrator. Providers who are currently working towards obtaining the minimum hours of diagnostics and treatment of sex offenders may be considered as "provisionally approved" by completing a written agreement with an approved provider to include the following:

- The hours of face to face supervision focused on sex offender treatment and evaluation.
- The length of the supervision period.
- Type and frequency of supervision in individual and group setting.
- Number of required hours of co-facilitated treatment prior to conducting treatment without supervision.

The approved provider shall co-sign all treatment plans, evaluations and reports completed by the provisional provider. Hours of face to face supervision, co-facilitated treatment and facilitated treatment shall be maintained in a permanent file and shall be reviewed periodically by the Treatment Compliance Specialist. Provisional providers shall not provide any services not outlined in the written agreement.

Role and Responsibilities of the Polygraph Examiner

The polygraph examiner is a contracted vendor, professionally trained, responsible for conducting clinical, non-interrogative polygraph examinations for sex offenders supervised by the Board of Probation and Parole for the purposes of treatment, case management and risk reduction. The general expectations of the polygraph examiner include the following:

- Polygraph examiner(s), providing services under the Polygraph Contract, shall be approved by the state agency prior to providing services.
- Polygraph examiner(s) will maintain full membership with the American Polygraph Association while under contract with the State of Missouri.
- Polygraph examiner(s) will adhere to the By-Laws/Standards, Code of Ethics of both the American Polygraph Association as well as the Association for the Treatment of Sexual Abusers.
- Polygraph examiner(s) must have completed 40 hours of Post Conviction Sex Offender Polygraph Examination Training (PCSOT), recognized and approved by the Missouri Department of Corrections.
- Polygraph examiner(s) will adhere to the Model Policy for Post Conviction Sex Offender Testing as outlined by the American Polygraph Association (2009) <http://www.polygraph.org>.
- The polygraph examiner shall perform all polygraph examinations at designated sites, dates and times that are mutually agreed upon between the vendor and the state agency.
- The types of examinations that shall be available include sexual history, instant offense, maintenance and sex offense monitoring. The supervising officer and community sex offender treatment provider shall determine the type of examination.
- The polygraph examiner will communicate with supervising officers and treatment providers prior to the examination regarding any ongoing issues, concerns, or risks and incorporate those areas into the interview and/or examination.
- The polygraph examiner will immediately notify the supervising officer regarding any offender absences, uncooperative and/or seemingly evasive behaviors, incomplete tests, or payment issues.

- The examinations performed by the polygraph examiner shall consist of the pre-test phase, in-test phase and post-test phase.
- The examiner shall utilize recognized comparison question techniques for which there is evidence of validity and reliability involving the three question types outlined by the APA: Relevant, Control and Structure.
- Polygraph examiner(s) shall conduct each polygraph examination session to be a minimum of 90 minutes in duration from the start of the pre-test phase through the end of the post-test phase.
- The polygraph examiner shall not conduct more than five polygraph examinations in one day, with a maximum of three Sexual History Examinations per day.
- The polygraph examiner will forward examination reports to the state agency, supervising officer, and treatment provider within 10 days of the completion of the examination and to the Treatment Compliance Specialist if requested.
- If inaccuracies are located in the analysis, the polygraph examiner shall notify the state agency and treatment provider within three working days of discovery and provide a corrected analysis within seven working days of notification of the inaccurate analysis.
- The polygraph examiner shall share with supervising officers and treatment providers any information, ideas, or concerns regarding public safety/risk management.
- The polygraph examiner shall adhere to the guidelines of the State Contract.
- The polygraph examiner shall attend eight hours of cross trainings with therapists/officers.
- The polygraph examiner shall successfully complete 30 hours of continuing education credit every two-year period, 15 of those hours shall pertain to specialized sex offender polygraph training. Verification of training shall be forwarded to the Treatment Compliance Specialists.

Role and Responsibilities of Treatment Compliance Specialist

The Treatment Compliance Specialist (TCS) are licensed mental health professionals who have training and experience in working with sexual offenders who are supervised by the Division of Probation and Parole. The Treatment Compliance Specialist will:

- Follow appropriate legal and ethical standards, including ATSA ethics and practice guidelines.
- Foster communication between and among treatment providers, Probation and Parole officers, MoSOP staff and polygraph examiners.
- Facilitate smooth transition from the prison-based treatment programs to community-based sex offender treatment programs.
- Act as a liaison and resource person to all clinical service providers, supervising officers, law enforcement, MoSOP and court personnel as needed.
- Serve as the primary consultant and resource to Community Sex Offender Treatment Providers.
- Ensure community based treatment programs are consistent with the standards of the Division of Probation and Parole.
- Respect the independent practice of Community Sex Offender Treatment Providers and treat Providers with common courtesy and professionalism.
- Perform annual audits of closed and active files, observe treatment, and review/interview potential provisional and Community Sex Offender Treatment Providers.
- Share information regarding audits and provider monitoring with Probation and Parole Administrators and other Treatment Compliance Specialists.
- Serve as a consultant and resource to Probation and Parole Officers to help maintain supervision and treatment components consistent with Division of Probation and Parole standards.
- Recognize and respect the professional duties and opinions of the Probation and Parole officers.
- Mediate any disagreements between Probation and Parole Officers, Polygraph Examiners and Community Sex Offender Treatment Providers.
- Review polygraph reports and associated supervision/treatment interventions.

- Provide sex offender training.
- Maintain the confidentiality of offenders during observation of community treatment and file review.

Standards for Community Sex Offender Treatment

Research conducted about sex offending and how best to intervene with those who commit sexual offenses has proliferated over the past several decades. In the past and unfortunately continuing in some venues even today, programs have used approaches that are intensively shame based and confrontational (Carich, Cameron, Young, & Parkins, 2013). The Department of Corrections and the Division of Probation and Parole support the use of evidence-based models of treatment that are influenced by pro-social theory and positive psychology on which the Good Lives Model (GLM) is based. The developers of the model stress GLM is not a treatment model, but a theoretical framework to guide interventions with offenders (Willis, Gannon, Yates, Collie, Ward, 2011). Carich, et. al. have concluded that with the GLM the field is moving beyond basic CBT toward a Cognitive-Behavioral Dynamics therapy incorporating a holistic goal.

Since the primary goal of treatment is the reduction of risk, effective treatment of offenders must include elements of "Risk, Need, Responsivity" (RNR). This model considers under what conditions treatment is most likely to be effective and allows interventions to be tailored to individual risk, needs, and personal circumstances. RNR is considered a targeted risk-reduction model that addresses dynamic risk factors associated with increased risk for re-offending.

The Relapse Prevention Model (RP) involves pattern identification and intervention and has long been used by treatment providers to assist sex abusers in identifying high-risk situations that might lead to reoffending and develop strategies to cope with risk situations they may encounter. This approach has commonly been used in treatment as an entire model when the original intent was for it to be a component of treatment. Eventually, problems related to this model led D.R. Laws to suggest the model be replaced with the Self Regulation Model (SRM), which is based on self determinism and assumes that individuals are capable of regulating behaviors. SRM identifies pathways of offending. The GLM has two major themes which are risk reduction and goods promotion and focuses on a positive therapeutic relationship with the treatment provider. The GLM integrates and builds on SRM; thus, a common descriptive term is GLM/SRM.

In keeping with the Department of Corrections and the Division of Probation and Parole's commitment to utilizing practices that are evidence based, it is suggested there is ample evidence to support the integration of the GLM into current practice. This is not to suggest that providers abandon CBT, RP, and SRM. Rather consideration should be given to integrating GLM into current practice to help offenders develop a pro-social, victim-free lifestyle. The GLM offers the opportunity for offenders to enhance their well-being by bringing satisfaction and fulfillment to their lives which all human beings seek.

Treatment providers should consider the following core clinical aspects of treatment in the delivery of treatment and the development of treatment plans.

- Accepts guilt for offense(s)
- Shows insight into victim issues
- Shows empathy for their victims
- Accepts personal responsibility
- Recognizes cognitive distortions
- Minimizes consequences
- Understands lifestyle dynamics
- Understands offense cycle
- Identifies lifestyle management concepts
- Discloses personal information
- Participation in treatment
- Motivation to change behavior

The relapse prevention plan should focus on the following two goals:

- The implementation of a map for living (Good Lives Self Regulation Plan) within a specified community and circumstances that possess all the ingredients of a good lives plan (treatment safety plan).
- The identification of strategies for responding appropriately to problematic situations.

The utilization of assessment tools help guide individualized treatment. To compliment the RNR programming, MoSOP will utilize Goal Attainment Scaling (GAS). The GAS measures treatment progress and outcome for offenders in general and has been modified for the treatment of Sex Offenders. To effectively determine level of treatment, duration and progress MOSOP will use the GAS. Community providers shall use a risk measurement instrument approved by the Regional Sex Offender Specialist, during the initial assessment and every six months thereafter to effectively measure risk reduction.

The first 12 questions are called "Core Clinical Factors." Not all clinical factors will be appropriate for all offenders and should be used based on each offender's individual needs and identified risks. "Core Clinical Factors" reflect internalization of treatment in a general sense ("understands lifestyle dynamics," "shows insight into victim issues," "motivation to change behavior," etc.). Each of these Core Clinical Factors is scored on a Likert scale ranging from -2 (Deficient) to +2 (Mastered).

Most offenders entering treatment will score in the deficient or "attention" (-1) range on the initial GAS, (need for additional attention/preparation for change) due to an understandable lack of knowledge/insight. A score of zero (0) is considered "satisfactory," and +1 reflects "enhanced" understanding and application of treatment concepts. The goal for the Core Clinical Factors section would be offender scores of zero at the outset (understanding and application at a satisfactory level) which would indicate preparedness for the action stage of change.

The next two sections of the GAS, called "Stable Dynamic Needs Factors" and "Acute Dynamic Needs Factors" are essentially the Stable-2007 and Acute-2007. Items from each of these measures are used as areas of treatment need and focus (rather than solely risk). The Stable is scored on a three-point Likert scale ranging from 0= No problem, 1=Maybe a problem, to 2=Definitely a problem. Likewise, the Acute shares a similar Likert scale, but adds the data point of 3=Intervene Now.

Offenders will be scored on all GAS items biannually, and their progress will be quantitatively measured by observable data. Assessment scores on the GAS will allow the treatment team to observe offender progress throughout treatment on these specific constructs (internalization, dynamic risk needs, and more acute immediate-risk needs). A review of GAS scores over time will illustrate whether or not an offender has shown improvement or reduction of their risk/criminogenic need. Data generated by GAS scores will allow the treatment team to increase emphasis on areas where the offender might be showing less improvement/stagnation, or even an increase in need (such as Acute needs), and reduce emphasize in areas where less treatment need is indicated. Each biannual scoring forms the basis for the focus of the next six months of treatment intervention.

Treatment dosage will be aided by GAS data points. Thus, offenders in the "standard" program, would have at least two data points, "enhanced," at least three, and the "intensive" program four to six data points, dependant on treatment duration. Data point usage will result in the most intense treatment dosage for offenders who demonstrate a high number of scores of 2 or 3 on the Stable and Acute, meaning they have an increased potential for improvement, and should evidence the most significant improvement over a longer period of treatment interventions. Conversely, offenders who enter treatment with lower need (scores of 0 or 1) will show less improvement over time, as less need equates to decreased potential for improvement. Offenders in this needs category will likely receive the standard treatment term. In addition, because treatment dosage is being at least partially driven by GAS quantitative data, if an offender achieves this goal earlier than expected, the treatment team may explore advancing their completion time, or extending the term of treatment if GAS scores were indicative of regression or if an offender continually displays low motivation and resistance to improving crimonogenic needs, which could prolong their treatment program. *(GAS & Stable/Acute cannot be used with female offenders.)*

Sex Offender Assessment & Treatment for Females

Research regarding male sex offenders has proliferated over the last several decades. However, that is not the case with respect to female sex offenders. In fact, according to Gannon and Cortoni (2010) if research regarding male sex offenders is in its adolescence then research on female offenders is in its infancy. Consequently, most of those who treat female sex offenders have continued to apply models of treatment developed for male sex offenders to female sex offenders.

In the last several years, research on female sex offenders, has finally begun to offer information to guide the assessment and treatment of females. As sex offender treatment providers in the community assess and treat female sex offenders it is imperative to learn and apply the most current research findings. One thing that has been made clear in a majority of the literature is that simply transferring the knowledge from male to female sex offenders is not appropriate nor is it appropriate to mix male and female sex offenders in groups (Gannon & Cortoni, 2010)

Assessment

At the present, there are no validated actuarial instruments to assess either static or dynamic risk for women. In fact, there is a lack of validated risk factors for females, much less instruments to rely upon. This is because there are no females in the samples used to compile the risk factors for any of the existing instruments. There is not adequate data to determine which risk factors apply to females who recidivate since the number of females who do so is very low. However, there is data to suggest that the individual static and dynamic factors that have been shown to relate to male sex offenders specifically DO NOT relate to the small samples of women who have sexually re-offended. Since it is known that females are more likely to recidivate non-sexually, should tools to assess general non-sex offending risk in females be used, supplemented with research based clinical judgment around areas specific to female sex offending to evaluate risk (Gannon & Cortoni, 2010, chap. 6). Though not empirically validated, the following are some potential risk factors that have been offered in the literature as being possibly predictive of recidivism for female sex offenders:

Static

- Prior child abuse offenses of any type (i.e., Child Endangerment, Neglect, etc.)
- Solo offending (without a partner facilitating or encouraging the offense)
- Number of prior arrests for sex offenses (similar to Static Factor).

Dynamic

- Denial or minimization of offending behavior.
- Distorted cognitions about sex offending and abuse in general.
- Problematic relationships and intimacy deficits.
- Use of sex to regulate emotional states or fulfill intimacy needs.
- Presence and extent of anti-social attitudes.
- Anti-social associates.
- Substance Abuse as a pre-cursor.

Providers should consider the above risk factors for female sex offenders in their assessments. Additionally, "... assessment of a female sex offender should follow the accepted practices in the general offender literature and include dispositional factors such as: antisocial personality characteristics, historical factors including factors such as adverse developmental experiences and prior criminal history, contextual elements including details and circumstances of the offenses, social network and support, and personal life circumstances (e.g. marital and parental status, educational, work and social functioning), and clinical factors such as presence of mental health issues or substance abuse issues." (Gannon & Cortoni, 2010, P.94). Exploration of these areas along with static and dynamic risk factors will not only clarify the woman's individual personal circumstances, but also the likely pathway to the offending. The provider must understand that while male and female sex offenders share some of the same characteristics, they are manifested entirely differently in female sex offenders (Gannon & Cortoni, 2010, Chap. 6). No Assessment Instrument should be used in the Assessment/Evaluation of female sex offenders unless it has been validated on the female population. The literature also suggests evaluators use a risk instrument tool that has been validated to assess general risk of recidivism among women.

Treatment

Treatment of female sex offenders should be individualized and offered in a gender responsive and supportive milieu. Thus, female sex offenders should not participate in mixed gendered groups with males. If there are not enough females for a group then females should be engaged in individual treatment (perhaps mental health treatment) with a focus on their sex offending behavior.

Treatment should focus on the following areas:

- Offense-Supportive Cognitions.
- Deviant Sexual Interests.
- Empathy
- Social and Sexual Relationships.
- Coping Skills
- Mental Health/Substance Abuse Difficulties.
- Male Coercion/Dependency
- Prior Victimization

While some of the above treatment areas are similar to treatment areas that are the focus for male sex offenders the provider should have a thorough understanding of how these areas relate to female sex offenders as there are many areas of divergence. It should be noted that similar behaviors do not constitute similar treatment needs. It is imperative for community providers to have advanced knowledge of the assessment and treatment of female sex offenders based on the most current research, otherwise there will be a tendency to continue using male models to inform the treatment of women which risks damaging the therapeutic relationship and limiting the effectiveness of treatment. (Gannon & Cortoni, 2010)

It was recently suggested on the ATSA List Serve that the book, *Female Sex Offenders: Theory, Assessment, & Treatment*, (edited by Theresa A. Gannon & Franca Cortoni, 2010) offers the most comprehensive review of research on female sex offenders available.

In fact, the information contained herein, is based in large part on their book. In keeping with the Board of Probation and Parole's commitment to evidence based practice, expectations for the assessment and treatment of female sex offenders will be consistent with the information in the above book and the ATSA Guidelines for Practice. In accordance with the various ethical codes of psychologist, counselors, and social workers, providers will not practice outside their area of expertise, without gaining the necessary advanced knowledge.

Minimum Standards for Sex Offender Sponsor Programs

It is well established in the literature that development of a social support system in the community can effectively reduce the risk for sex offenders to re-offend. Further, establishing specific individuals to serve as a "sponsor" for offenders can increase the effectiveness of managing a sex offender's risk in the community. There are multiple providers in the community who provide various types of programs to prepare individuals to serve as a sponsor. Once the sponsor has completed a program he/she may then physically accompany the offender while providing behavioral monitoring and support which allows the offender to develop a more comprehensive safety plan for attending community functions and/or family events, especially in situations where contact with any person 16 or under or incapacitated people may be present.

It is important that programs for sponsors be consistent with respect to program components and approval of the Sex Offender Management Team (SMT). Therefore, the Division of Probation and Parole has established the following guidelines for sponsor programs in Missouri.

Disqualifications for an Approved Sponsor

Prior to allowing a person to begin the approval process, the SMT shall ensure that none of the following apply:

- Currently under the jurisdiction/supervision of any court or criminal justice agency.
- Prior convictions for unlawful sexual behavior as defined by Missouri State Statute.
- Significant cognitive or intellectual impairment.
- Physical, emotional or behavioral limitations that interfere with the performance of his/her role.
- Past or present victimization by the offender with domestic violence or any other form of abuse to the sponsor or dependent.

Qualifications of an Approved Sponsor

Prior to providing approval of sponsor(s) the SMT shall verify the following:

- Prior approval as a sponsor candidate by the SMT.
- Has adequately addressed any issues regarding personal history of victimization.

- Supports intervention efforts of Probation and Parole.
- Willing to maintain open communication with the Probation and Parole Officer and report relevant offender behavior.
- Willing to maintain protections of minor children and incapacitated persons as the highest priority and believes this outweighs any offender or family interest.
- Demonstrates empathy for the offender's victims.
- Does not deny or minimize the offender's responsibility or the seriousness of sexual offending.
- Agrees to participate in a program with the Sex Offender Treatment Provider who the offender is in treatment with, or in the event the provider does not have a Sponsor Program, will participate in a program with the closest provider who has a program. The primary provider shall make a referral to an approved provider who conducts a Sponsor Program.
- Acknowledgement of the offender's sexual offense, victim, offender risk factors and communicates the belief the offender should be held accountable for their sexual offense.

Minimum Requirements for Sponsor

All Sex Offender Treatment Providers who offer an approved sponsor training program shall ensure that the program is of sufficient duration for potential sponsors to learn, process and internalize information about risk and safety. *This typically takes a minimum of eight hours.*

Once the potential sponsor has completed the program, the provider will submit a report to the Supervising Probation and Parole Officer with a recommendation for approval or disapproval. If provider is not the primary therapist, the provider shall include information from the primary therapist in the recommendation regarding approval or disapproval. The sponsor may not begin to serve as a sponsor until final approval is obtained.

The Sex Offender Treatment Provider shall ensure that the Approved Sponsor demonstrates understanding of the following Information:

- The underlying factual basis of the present offense(s).
- The offender's thorough disclosure of the offense and acceptance of all responsibility.
- The offender's complete and verifiable sexual history disclosure.

- What constitutes sexual offending and other abusive behavior and the ongoing risk the offender presents, particularly to children under the age of 16 or incapacitated people.
- The offender's risk factors, deviant sexual arousal patterns, offense cycle, pathways and grooming behaviors.
- Offender treatment progress and offender risk are variable over time.
- Any offender mental health issues without making excuses for his/her behavior.
- The offender's community supervision conditions, including treatment expectations and any rules governing potential contact.
- The offender's requirement to provide the SMT with a written safety plan for supervised contact.
- Any offender history of domestic violence and risk to his/her partner or to other family members.
- Offender's potential ability to manipulate the approved sponsor.

The treatment provider shall develop a written contract that is signed by the SMT, the Approved Sponsor, Primary Therapist, and Offender. The contract shall require that the Approved Sponsor:

- Shall not consume alcohol or mind-altering substances while functioning as a supervisor.
- Maintain confidentiality regarding victim information.
- Ensure compliance with all rules as specified by SMT.
- Only allow contact with children under the age of 16, or incapacitated persons approved by the SMT.
- Never leave offender alone with a minor or victim and always be within sight and sound of the offender and the minor/victim during contact.
- Intervene when high risk situations or behaviors occur by immediately terminating contact or leaving the high risk situation or environment (i.e. church, fair, etc) and reporting concerns to the SMT.
- Report any safety issues including domestic violence or violence toward family members or threats of abuse or violence toward the approved sponsor.
- Maintain open and honest communication with the SMT:

- Regularly report offender's relevant behaviors and attitudes
- Meet with SMT as requested
- Provide documentation of contacts
- Express any concerns to the SMT regarding the offender's non-compliance with the contract, supervision conditions, and treatment conditions.

The following shall be specified in the written Approved Sponsor contract:

- Name of minor(s) with whom the Approved Sponsor is allowed to oversee any type of contact.
- Abide by the offender's approved safety plan for contact.
- If the approved sponsor is not in compliance with all of the requirements, the SMT may discontinue or modify and contact privileges or the approval status of the approved sponsor.

Missouri Sex Offender Program (MoSOP)

The Missouri Sex Offender Program (MoSOP) in the Department of Corrections provides sex offender-specific treatment programming, sex offender assessment for court sentencing, and evaluation and referrals for sexually violent predators. Chapter 589, Section 589.040 of the Missouri Revised Statutes indicates the following:

- The director of the Department of Corrections shall develop a program of treatment, education and rehabilitation for all imprisoned offenders who are serving sentences for sexual assault offenses. When developing such programs, the ultimate goal shall be the prevention of future sexual assaults by the participants in such programs, and the director shall utilize those concepts, services, programs, projects, facilities and other resources designed to achieve this goal.
- All persons imprisoned by the Department of Corrections for sexual assault offense shall be required to successfully complete the programs developed pursuant to the aforementioned subsection prior to being eligible for parole or conditional release.

Male sex offenders receive treatment at Farmington Correctional Center; treatment for female sex offenders is at Women's Eastern Reception and Diagnostic Center at Vandalia. Some programming (non-English speaking, special needs, etc.) takes place at other institutions across the state. MoSOP applies only to DOC's institutional sex offender programming and should not be used to describe or represent community sex offender treatment.

MoSOP utilizes a variety of therapeutic techniques and interventions to individualize treatment and reduce offenders' risk to reoffend. Offenders are assessed for static and dynamic risk, presence of psychopathy, and other factors and their treatment goals are individualized and reviewed accordingly.

All MoSOP participants have a primary therapist and also work with other clinicians, support staff, and Case Managers. In order to promote continuity of care as well as collaborative risk reduction, MoSOP staff should be considered team members in the "containment model" of offender treatment and supervision. Treatment history, institutional adjustment, conduct violations, and other data provide valuable information in treatment planning, risk assessment, and supervision. Likewise, community treatment information or supervision history will be valuable for the MoSOP provider if the offender is returned on a new charge or revocation.

Collaboration with MoSOP

An offender's work in MoSOP should be considered and evaluated when they continue treatment in the community. Since many MoSOP components are also required in community treatment, an offender's previous success or lack thereof should be taken into account. Further, to help offenders internalize the concepts of "approach goals"

and establishing better lives, treatment components successfully completed in MoSOP should apply toward community treatment requirements if acceptable or revised as needed following consultation with the MoSOP therapist. Disregarding previous progress or therapeutic accomplishments can result in over-treating the offender or inaccurately addressing treatment needs, which, research shows, can actually increase risk to reoffend.

Similarly, the offender may have completed all treatment requirements, but may continue to exhibit significant risks or thinking errors that should be addressed in community treatment. Finally, refusals, terminations, or other institutional behavioral issues will be valuable information in community treatment and supervision planning. Again, consultation with the MoSOP therapist supports the containment model, continuity of care, and public safety.

As part of their participation in community treatment and supervision, offenders should expect to sign a release of information (ROI) permitting communication and sharing of records with MoSOP. Questions regarding treatment, program participation, institutional behavior, or other issues should be addressed with the offender's Primary Therapist. If unknown or unavailable, MoSOP staff can provide the name of an appropriate contact. The offender's completion summary or Participation and Examination (P&E) report is the document most commonly requested by community providers. Other reports may be shared as appropriate and following a discussion with the Primary Therapist or MoSOP staff; however, community therapists should not request or expect to receive a complete copy of an offender's MoSOP file. If available electronically, documents may be shared via encrypted email; if not, they may be faxed or mailed, depending on MoSOP staff availability or other administrative requirements. The steps to initiating communication or requesting information are as follows:

- Offender signs ROI permitting community provider to contact and request records from MoSOP.
- Community provider faxes signed ROI to MoSOP, attention Angela Kennon, (573) 218-7103, stating their request and providing contact information.
- If requesting the offender's P&E Report or other electronically accessible documents, this will be emailed directly to the community provider.

Other questions or follow-up should be addressed to:

- MoSOP
Farmington Correctional Center
1012 West Columbia St.
Farmington, MO 63640
(573) 218-7100
Fax: (573) 218-7103

Sex Offender Assessment Unit (SOAU)

The Sex Offender Assessment Process (also known as the Sex Offender Assessment "Unit") is an intensive psycho-sexual evaluation of an offender convicted of a specific, eligible offense conducted in the Department of Corrections prior to sentencing of the sex offender. Chapter 559, Section 559.115 indicates the following:

- Except when the offender has been found to be a predatory sexual offender pursuant to section 558.018, the court shall request the Department of Corrections to conduct a sexual offender assessment if the defendant has pleaded guilty to or has been found guilty of sexual abuse when classified as a class B felony. Upon completion of the assessment, the Department shall provide to the Court a report on the offender and may provide recommendations for terms and conditions of an offender's probation. The assessment shall not be considered a one hundred twenty-day program as provided in this section.

The process for granting probation to an offender who has completed the assessment shall be as provided as follows:

- A Circuit Court only upon its own motion and not that of the state or the offender shall have the power to grant probation to an offender anytime up to one hundred twenty days after such offender has been delivered to the department of corrections but not thereafter. The court may request information and a recommendation from the Department concerning the offender and such offender's behavior during the period of incarceration. Except as provided in this section, the court may place the offender on probation in a program created pursuant to section 217.777, or may place the offender on probation with any other conditions authorized by law.
- Unless the offender is being granted probation pursuant to successful completion of a one hundred twenty-day program the circuit court shall notify the state in writing when the court intends to grant probation to the offender pursuant to the provisions of this section. The state may, in writing, request a hearing within ten days of receipt of the court's notification that the court intends to grant probation. Upon the state's request for a hearing, the court shall grant a hearing as soon as reasonably possible. If the state does not respond to the court's notice in writing within ten days, the court may proceed upon its own motion to grant probation.
- Notwithstanding any other provision of law, probation may not be granted pursuant to this section to offenders who have been convicted of murder in the second degree pursuant to section 565.021; forcible rape pursuant to section 566.030 as it existed prior to August 28, 2013; rape in the first degree under section 566.030; forcible sodomy pursuant to section 566.060 as it existed prior to August 28, 2013; sodomy in the first degree under section 566.060; statutory rape in the first degree pursuant to section 566.032; statutory sodomy in the first degree pursuant to section 566.062; child molestation in the first degree pursuant to section 566.067 when classified as a class A felony; abuse of a child pursuant to section 568.060 when classified as a class A felony; an offender who

has been found to be a predatory sexual offender pursuant to section 558.018; or any offense in which there exists a statutory prohibition against either probation or parole.

The evaluation is completed by mental health staff trained and experienced in sexual offender treatment and assessment. Their evaluation report is forwarded to an Institutional Parole Officer who drafts a recommendation report for the sentencing Court. The report states whether the offender is amenable to community treatment or would be better suited to more intensive institutional treatment. The sentencing Court reviews the recommendations and the judge sentences the offender to incarceration or probation. Offenders are eligible for the program per the following:

- Convicted of a sexual offense as defined in RSMo 589.015, 566, 568, or 573.
- Sentenced pursuant to RSMo 559.115, with recommended placement in the Sex Offender Assessment Unit indicated.
- A Pre-Sentence Investigation or Sentencing Assessment Report was completed in reference to the present offense.
- Both male and female offenders are eligible.
- Offenders convicted of an attempt to commit a sex offense are eligible.

Offenders **ARE NOT** eligible if:

- They have an appeal pending.
- Their conviction offense is not eligible for probation by statute.
- They have serious health or mental health conditions which cannot be reasonably accommodated or which would prevent them from being assessed.
- They are found to be predatory sexual offenders.

The following convictions **ARE NOT** eligible:

- Murder
- Forcible Rape
- Statutory Rape 1st Degree
- Forcible Sodomy
- Statutory Sodomy 1st Degree
- Child Molestation 1st Degree (Class A felony)
- Abuse of a Child (when injuries result in death of the child)

- Armed criminal action
- Aggravated and chronic DWI offenders
- Capital murder
- Enticement of a child less than 15
- Failure to register as a sex offender, third offense
- Involuntary manslaughter 1st Degree
- Prior or persistent domestic violence offender
- Sexual trafficking of a child less than 12
- Abuse or neglect of a child (Class A, B, and C felony)
- Promoting child pornography 1st Degree
- Tampering with victim/witness
- Sex offenses pursuant to RSMo 568.060

The SOAU process allows Courts to ensure appropriate assessment and treatment for sexual offenders that they may not receive otherwise. Through plea agreements, the SOAU can help Courts obtain convictions—and, as a result, treatment and supervision—for offenders in which conviction may otherwise be difficult. The assessment option also enables Courts to achieve convictions without testimony, thus avoiding re-traumatizing victims or relying on reluctant witnesses. Assessment in the SOAU affords the court a more accurate picture of the offender's risk for reoffending and treatment needs. Through findings in the intensive psycho-sexual assessment, some offenders are sentenced to more intensive treatment than they may have received based on their conviction offense alone. The SOAU process ensures that offenders receive incarceration, intensive community supervision, or both, along with appropriate therapy for their sexual offending behavior.

Designated Sex Offender Evaluations (DSO's)

The Division of Probation and Parole may request an independent evaluation for the purpose of determining whether or not an offender is in need of sex offender treatment. If the supervising field or institutional officer's initial assessment indicates that the offender meets any of the criteria noted below, then the officer will request an order from the supervising court or Parole Board to refer the offender for a professional sex offender evaluation through an approved provider.

- Prior finding of guilt for a sexual offense
- Sexually violent or abusive behavior is an element of the underlying crime of the current finding of guilt
- Sexually violent or abusive behavior was an element of the underlying crime of a prior finding of guilt
- Original charge in current finding of guilt was for a sexual offense
- Offender admits sexually violent or abusive behavior to a DOC employee

The provider should utilize instruments necessary to address the referral question in a manner consistent with professional and ethical standards and expectations. A polygraph examination shall not be used as one of the instruments during the evaluation. This includes the following:

- Reason for referral
- Summary of charges/allegations, including any reports from the criminal record, Probation and Parole Officer, etc.
- Psychosocial history, including education, work history, substance abuse history
- Clinical interview
- A measure of static risk factors (eg., Static-99R.)
- At least one measure of personality and/or psychopathy (MMPI, MCMI, PAI, HARE-PCL).

The report should include a discussion of all data supporting the provider's conclusion, data not supporting the conclusion, and the rationale for the recommendations being made. These reports are due in Probation and Parole offices within **60 calendar days** of the last meeting with the offender that was necessary to complete the report.

If the professional evaluation recommends sex offender treatment, then the officer will proceed as follows:

- Probation cases – the officer will prepare a report requesting the court to order the offender to be supervised as a sex offender.
- Parole Board cases –

Absent a finding of guilt for a sexual offense or absent an admission to sexually violent or abusive behavior to a DOC employee, the officer will schedule the

offender for a Due Process Hearing for Sex Offender Designation. The client may waive the hearing by completing the waiver

If the offender has a finding of guilt or admission of a sexual offense to a DOC employee, the offender shall be referred for a Board Administrative Review for Sex Offender Designation.

If the evaluation indicates no need for treatment, then the officer will prepare a report advising the court or Parole Board. If the offender is ordered to be supervised as a sex offender by the court or Parole Board, the offender will be supervised as a sex offender. The offender will sign the Sex Offender Supervision Agreement and be referred to sex offender treatment. Once sex offender designation has occurred the offender will be supervised as a sex offender throughout the term of supervision, unless the sex offender designation is later waived by the court or Parole Board.

If the court/Parole Board does not authorize sex offender supervision, then the offender will not be supervised as a sex offender. However, this does not preclude the officer from such future recommendations if the offender's behavior and/or presenting risk factors warrant such action. The DSO flowchart demonstrates the procedure required for sex offender evaluations and subsequent sex offender designation.



To proceed, the client must have one or more of the following and must be advised of the finding:
1. Prior finding of guilt for a sexual offense; or
2. Sexually violent/abusive behavior in current finding of guilt; or
3. Sexually violent/abusive behavior in prior finding of guilt; or
4. Original Charge in current finding of guilt for a sex offense; or
5. Client admits sexually violent/abusive behavior.
(P3-6.4)



Court/Board denies order for a sex offender assessment

Complete Summary Document and request order from Court/Board to refer offender for a professional sex offender assessment (P3-11.2)

Court/Board orders a sex offender assessment



Supervise Regular

Assessment recommends treatment

Direct client to complete a professional sex offender assessment

Board Cases with a Finding of Guilt for a sexual offense or Admission of a Sexually Violent or Abusive Behavior: follow process for Board Administrative Review for Sex Offender Designation (P3-11.1)

Board Cases without a Finding of Guilt for a sexual offense or Admission of a Sexually Violent or Abusive Behavior: Schedule client for DSO Due Process Hearing

Probation Cases: Prepare report for Court requesting Court to order client to be supervised as DSO

Assessment indicates no need for treatment

Board Decision

Court orders client to be supervised as a sex offender

Court does not order client to be supervised as a sex offender

Board does not order client to be supervised as a sex offender

Board orders client to be supervised as a sex offender

Client signs Sex Offender Supervision Agreement

Officer prepares report for Court/Board with findings

Supervise Regular

Supervise as a Designated Sex Offender and refer client to treatment

Supervise Regular

Supervise Regular

Supervise as a Designated Sex Offender and refer client to treatment

Supervise Regular

Lifetime Supervision

Sex offenders under lifetime supervision shall be supervised according to existing policy and procedure and placed on GPS for the duration of their natural life, unless an early discharge is granted by the Parole Board or sentencing court. Missouri lifetime supervision requirements apply only to Missouri offenders. Chapter 217, Section 217.735, of the Missouri Revised Statutes indicates the following:

- Notwithstanding any other provision of law to the contrary, the board shall supervise an offender for the duration of his or her natural life when the offender has pleaded guilty to or been found guilty of an offense under section 566.030, 566.032, 566.060, or 566.062 based on an act committed on or after August 28, 2006, or the offender has pleaded guilty to or has been found guilty of an offense under section 566.067, 566.083, 566.100, 566.151, 566.212, 566.213, 568.020, 568.080, or 568.090 based on an act committed on or after August 28, 2006, against a victim who was less than fourteen years old and the offender is a prior sex offender as defined in subsection 2 of this section.
- For the purpose of this section, a prior sex offender is a person who has previously pleaded guilty to or been found guilty of an offense contained in chapter 566 or violating section 568.020 when the person had sexual intercourse or deviate sexual intercourse with the victim, or violating subdivision (2) of subsection 1 of section 568.045.
- Subsection 1 of this section applies to offenders who have been granted probation, and to offenders who have been released on parole, conditional release, or upon serving their full sentence without early release. Supervision of an offender who was released after serving his or her full sentence will be considered as supervision on parole.
- A mandatory condition of lifetime supervision of an offender under this section is that the offender be electronically monitored. Electronic monitoring shall be based on a global positioning system or other technology that identifies and records the offender's location at all times.
- In appropriate cases as determined by a risk assessment, the board may terminate the supervision of an offender who is being supervised under this section when the offender is sixty-five years of age or older.
- In accordance with section 217.040, the board may adopt rules relating to supervision and electronic monitoring of offenders under this section.

Lifetime Supervision consists of active supervision phase and discharge supervision phase. While on active supervision, lifetime supervision offenders must abide by the conditions imposed by the court or Board of Probation and Parole and the Lifetime Supervision Statute. Offenders on discharged supervision abide by the Lifetime Supervision Statute. Discharged lifetime sex offenders are required to successfully complete sex offender treatment, including aftercare, from a certified treatment

provider. Failure to complete sex offender treatment, as outlined in statute, would be a violation of Condition #1 LAWS.

When a sex offender ordered to lifetime supervision reaches 65 years of age, and annually thereafter, a report with a recommendation relative to an early discharge will be completed by the supervising officer. The report will focus on risk assessment, as outlined in the initial assessment of sexual offenders.

Community Re-Entry Funding

In 2009, the Missouri Department of Corrections (DOC) launched the Community Reentry Funding Initiative to support local reentry efforts in communities throughout Missouri. The Department of Corrections, Division of Probation and Parole, collects a supervision fee from offenders on probation and parole. In turn, the funds collected are to be spent on interventions that enhance the success of offenders under probation or parole supervision. The Community Reentry Funding is intended to support local efforts that directly impact the success of offenders under the probation or parole supervision, reduce crime and enhance public safety. These funds are to be used to assist offenders in the community with a variety of needs including housing, transportation, treatment, employment, education, and life skills.

The purpose of the Community Reentry Funding is to enhance public safety in local communities by allowing community organizations to provide evidence-based services that assist offenders in becoming law abiding citizens and reduce the risk posed by offenders who are currently supervised by the Missouri Board of Probation and Parole. Awards of up to \$50,000 per application are available annually. These are often awarded to organizations that assist with treatment, assessments, housing and case management for sex offenders on community based supervision. Eligible applicants include nonprofit organizations, faith-based groups and units of local government.

The awardees of the Community Reentry Funding have established criteria and services to be provided to offenders under the supervision of Board of Probation and Parole. Probation and Parole Officers refer offenders on active supervision who qualify for services to agencies who have been awarded Community Reentry Funding. In turn, rendered services are paid by the agency based on the on the Request for Application, SDA Budget Narrative.

Indigent Sex Offender Treatment Services

The Department of Corrections administers the development, issuance, evaluation and award of contracts for sex offender treatment services for offenders under the supervision of the Department of Corrections. Sections 556.140 and 556.141 RSMo require all offenders convicted of certain sex offenses to participate in and successfully complete sex offender-specific treatment. Sex offender management and treatment is a specialized field and the Department of Corrections, Division of Probation and Parole is charged with supervision of these offenders in the community. According to recent estimates by the Division of Probation and Parole, the agency supervises over 160 indigent offenders that are in need of being evaluated for services and over 400 indigent offenders that are in need of treatment services. The purpose of this contract is to obtain Department approved therapists to provide assessments and treatment to indigent sex offenders.

The contractor provides sex offender intake evaluation, assessment and treatment services for indigent offenders in accordance with the provisions and requirements set forth by the Missouri Department of Corrections (DOC), Division of Probation and Parole. The contractor provides services at the site for which they have been approved as a provider and there are no guarantees as to the minimum or maximum number of any specific service. The contractor shall understand and agree that payment shall be made following services being rendered to the offender.

The contractor provides services at the request of the DOC to include one, some or all of the following:

- Group therapy
- Individual therapy, which may include, but not be limited to items for group sessions
- Individual evaluations
- Psychometric and psycho-physiological testing

Group sessions shall include, but shall not be limited to:

- Risk assessment
- Counseling and psychotherapy
- Cognitive therapy
- Couples and family therapy
- Relationship and social skills training
- Relapse prevention
- Sexual arousal control
- Social support networks
- Victim awareness and empathy
- Adult Learning Theory

The contractor shall obtain the appropriate signed release of information documentation from each participant. All contractor reports, records and documentation relating to the offender shall be available for review at DOC request and meet the following:

- Each group session shall not exceed ninety (90) minutes in length and shall meet at least one time weekly, unless assigned to aftercare.
- Individual therapy sessions shall not exceed sixty (60) minutes in length per week.
- The contractor should utilize whatever assessment instruments are necessary to address the needs of the offender, generally including all of the following:
 - Reason for referral
 - Summary of charges/allegations, including any reports from the criminal record, Probation and Parole Officer, etc.
 - Psychosocial history, including education, work history and substance abuse history
 - Clinical interview
 - A measure of static risk factors, such as Static-99
 - At least one measure of personality and/or psychopathy (MMPI, PAI, HARE-PCL)

The contractor shall complete a formal intake assessment that shall be documented in the offender treatment file and shall include:

- A thorough psychosocial evaluation
- A complete sexual history
- An objective assessment of risk to the community

In addition to the aforementioned contractual requirements the contractor shall be responsible for the following:

- The contractor shall consult with the supervising Probation and Parole officer on any offender requiring polygraph testing. The supervising probation and parole officer shall make the referral for polygraph testing through a separate contract.
- The contractor shall notify the Probation and Parole officer of any offender absence by the close of business the day following the missed session.
- The contractor shall consult with the supervising Probation and Parole officer prior to movement of an offender to aftercare or maintenance level of treatment, completion of treatment and the termination of any offender from the program.
- The contractor shall allow treatment sessions to be observed at any time by regional sex offender specialist to insure compliance with standards.
- All records and documentation must be made available to the regional sex offender specialist upon request.

For the purpose of the contract, indigent offenders will be those offenders meeting DOC criteria that has been pre-established and used for the collection of intervention fees from offenders. The Probation and Parole officer will refer and provided any changes in indigent status to the contractor prior to service delivery.

Probation and Parole Interpreter Contract

Purchasing Guideline

The State of Missouri establishes contracts annually for Language Interpreter-Verbal and Sign Language. Probation and Parole only procures sign and language interpreter services for those activities required of the offender and directly provided by this agency (i.e. office visits, mandatory programming provided by this agency such as indigent sex offender treatment, polygraphs, etc.) The responsibility is on the provider to meet such needs in those situations.

- With the two-hour minimum for interpretation services, it is appropriate to schedule the office visit in conjunction with other required counseling services, contracted or non-contracted.

Prior to scheduling this service, complete a Request For Purchase, have it approved by the appropriate RA and fax it to Dana Peters, CO P&P, 573-522-3702. The RFP must include the type of services needed, the date and time the service is needed, the name of the client and officer needing the service, and description of the why the service is needed, (i.e., office visit). Please keep the following in mind:

- Review Sections Performance Requirements and State Agency Requirements.
- Determine pricing by going to the county listed for services needed and choose the least expensive vendor.
- Order Level 5 Comprehensive Services for Sign Language interpretation for anyone that is incarcerated in prison or jail.
- Order Level 4 Advanced for discussions in the office in regard to medical, legal, treatment, etc.
- Appointments should be made during regular work hours if at all possible.
- Appointments must be arranged and cancelled prior to 24 hours before the required date to avoid an emergency fee. Therefore, the Request for Purchase must be faxed to Dana Peters at least 3 working days before the appointment.
- Emergency needs will be handled as quickly as possible with a faxed RFP followed by a phone call notifying Central Office.
- Once Central Office has confirmed approval of the Request for Purchase and provided a Purchase Order number an appointment can be scheduled with the vendor.
- All invoices will be submitted to Central Office and will be faxed to the District office to validate services received.

NON CONTRACTED SERVICE OPTIONS – TELEPHONIC LANGUAGE INTERPRETATION

Several of the vendors on the state contract also provide additional services for language interpretation over the telephone at reduced rates.

- Relay Missouri is a free service for deaf, hard of hearing or speech impaired. Trained relay agents are online electronically over a Text Telephone (TT) or verbally for hearing parties. Dial 800-735-2966 (TT) or 800-735-2466 (Voice). The offender will have to have a TT phone on their end.
- The same purchasing procedures will apply except that the Request for Purchase will not refer to the contract number and those invoices must be paid from a separate Request for Purchase.
- Over the phone translation should not be the norm but can be used for short conversations or communication.
- It is still recommended that the offender be requested to bring in friend or family member to help translate when appropriate.

Department of Mental Health also provides services for the deaf which is outlined at <http://dmh.mo.gov/deafsvcs/index.htm>. They provide a crisis hotline as well. For more general information and resources related to Deafness in the state of Missouri, the Missouri Commission for the Deaf and Hard of Hearing website and contact information can be found at <http://www.mcdhh.mo.gov>.

Initial Treatment Plan

Provider Name/Agency:	Date of Plan:
Offender Name:	
Problem:	Target Date:

Objective:

Objective:

Goal:	Target Date:
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Provider Signature

Offender Signature (I participated in the creation of this Treatment Plan) Date

Revised Treatment Plan

Provider Name/Agency:	Date of Plan:
Offender Name:	
Problem:	Status:

Objective:

Objective:

Goal:	Target Date:
Problem:	Status:

Objective:

Objective:

Goal:	Target Date:
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Provider Signature

Offender Signature (I participated in the creation of this Treatment Plan.) Date

Weekly Treatment Note

Provider Name/Agency:

Date of Session:

Offender Name:

Participation:

Home Work Assigned/Completed:

Topic(s) Discussed/Home Work Presented:

Progress Assessment/Contributory Factors:

Plan (i.e. Tx plan revision, interventions to address identified barriers to progress, step down etc.):

Attendance/Financial Accountability (i.e. late arrivals, no shows, current on fees/late on fees):

Progress Report

Offender Name	DOC #	Date
Provider/Agency	Reporting Month	Tx Plan/Revision Date

What goals were addressed in treatment during this report interval?

Were there any obstacles/barriers to treatment reported/observed?

What do you anticipate will be addressed during the next reporting period?

What if anything can the Officer do to enhance treatment progress?

Please describe client progress/attendance/payment history this period..

Any referrals made? (internal/external) Do you have any concerns you like to communicate to the Officer?

Provider Signature

Date

Confidentiality Agreements/Limitations, Group Monitoring, and File Review Advisement

Information you provide in group is subject to the following:

Clients are expected to preserve the confidentiality of group members, including identity and information disclosed in sessions. In other words, what is seen and said in group stays in group. No client will disclose any information about the identity or revelations of group members to any individual outside the group setting. ***

All clients need to be aware that files maintained by therapists are subject to periodic review by a regional sex offender specialist or designee employed by the Missouri Department of Corrections. In addition, said individuals may sporadically monitor group sessions for the purpose of quality control. However, specialists, designees, and/or DOC staff are bound to protect the confidentiality of clients within the limits of professional practice, state statutes, and DOC procedures. Further, therapists are subject to file disclosure if and when ordered to do so by the Court through issuance of a Court Order.

All clients must also be aware that therapists are obligated to share any and all information deemed necessary and relevant to each individual and their progress with Supervising Officers and Polygraph Examiners.

All clients will expect therapists to disclose any and all information suggestive an individual is a danger to themselves and or others (Tarasoff v. Regents of the University of California, 1976). This limitation is also inclusive of known or suspected child abuse and/or neglect and elder abuse and/or neglect.

I have been informed of and agreed to all of the above and have had the opportunity to thoroughly discuss this agreement with my therapist.

Client Signature

Date

Witness

Date

***With exception of threat to self and/or others.

Missouri Division of Probation and Parole **Sex Offender Sponsor Agreement**

Offender's Name: _____ DOC _____

As the Sponsor I am aware of and agree to the following:

1. Offenders are prohibited from any place identified in the Missouri Probation and Parole Sex Offender Supervision Agreement without an approved Sponsor.
2. As the Sponsor I must be willing and able to hold the offender accountable to treatment guidelines and conditions of probation and parole.
3. As the Sponsor I must be willing to report any problems or concerns to the offender's supervising probation and parole officer.
4. My approval as a Sponsor is for specific, individual activities only as approved in writing by the supervising probation and parole officer. Offenders are not allowed to go to prohibited areas or activities with a sponsor unless it is approved in writing by the supervising probation and parole officer.
5. As the sponsor I will not consume alcohol or mind-altering substances while functioning as a Sponsor.
6. Confidentiality of victim information must be maintained.
7. As the Sponsor I will only allow contact with children under the age of 16, or incapacitated persons approved by the Sex Offender Management Team (SMT).
8. As the sponsor, I will never leave the offender alone with a minor or victim and will always be within sight and sound of the offender and the minor/victim during contact.
9. I will abide by the offender's approved safety plan for contact with minors.
10. I will intervene when high risk situations or behavior occur by immediately terminating contact or leaving the high risk situation (environment i.e. church, fair, etc.) and reporting concerns to the SMT.
11. I will report any safety issues including domestic violence or violence toward family members or threats of abuse or violence toward me as the Approved Sponsor.
12. I will maintain open and honest communication with the SMT:

- Regularly report offender's relevant behaviors and attitudes.
- Meet with SMT as requested.
- Provide documentation of contact.
- Express any concerns to the SMT regarding the offender's non-compliance with the contract, supervision conditions, and treatment conditions.

Proposed Sponsor's Statement of Agreement

I have read or have had this agreement read to me and I agree to the above guidelines as written and as verbally explained to me. I am aware that upon being approved to be a Sponsor if I do not abide by these guidelines, my Sponsor status may be immediately revoked.

Proposed Sponsor's Printed Name

Proposed Sponsor's Signature

Date

Witnesses (as applicable)

Probation and Parole Officer, Printed Name

Probation and Parole Officer Signature

Date

Treatment Provider's Printed Name

Treatment Provider's Signature

Date

Offender Signature

Date

Sex Offender Evaluation

Client Name:		DOC:	
Date of Birth:		Age:	
Dates of Evaluation:			
Date of Report:			
Referred By:		Required To Register:	
Office:		Phone:	
Probation:	Parole:	Discretionary:	Risk:
PURPOSE OF EVALUATION:			
BEHAVIORAL OBSERVATIONS:			
CLINICAL INTERVIEW:			
Presenting Problem(s):			
Current Offense:			
Sentence:			
Circumstances:			
Expiration Date:			
Sexual Offense(s):			
Year/Number of sex conviction(s):			
Relationship to Victim:			
s			

Charges:

Required to Register:

Conviction(s):

Age & sex of victim(s):

Circumstances:

Sentence:

Completion:

Sex Offender Treatment:

Inpatient:

Outpatient:

Provider:

RELATIONSHIPS:

Parents:

Marriages:

Kids:

Other Relationships:

EDUCATION/EMPLOYMENT HISTORY:

ALCOHOL/DRUG HISTORY:

PSYCHIATRIC HISTORY:

MEDICAL ISSUES HISTORY:

ASSESSMENT PROCEDURES/INSTRUMENTS:

TEST RESULTS:

INFLUENCING FACTORS:

	Positive	Negative
Years Since Offense		
Violence in Offense		
Number of Sexual Assaults		
Number of Convictions		
Number of Accusations		
Victim Known to Offender		
Number of Victims		
Blames Victim		
Ongoing or Short-term		
Admits to Offense		
Plausible Denial of Circumstances		
Completed Inpatient Tx		
Completed Outpatient Tx		
Compliance on Supervision		
Deviate Fantasy Indications		

Notes or Observations that may influence Evaluation Results:

SUMMARY:

RECOMMENDATION(S):

Provider/Credentials

Requirements for Approved Providers

*Numbers refer to ATSA standard number

I. YES NO

- Graduate degree in behavioral health or social sciences from a fully accredited college or university.
- Resume/Vitae
- Provide documentation of CEUs along with any Certificates in special training in treatment of sex offenders.
- A minimum of 500 hours providing diagnostics and treatment to sexual abusers while under supervision. This would be before seeing DOC offenders in solo practice.
- Missouri licensure as a Psychologist, LPC or LCSW.

Provide documentation, that shows completed courses/training and/ or gained experience in the following areas:

- Assessment and diagnosis
- Psychometric and psycho-physiological testing
- Risk Assessment
- Counseling and psychotherapy
- Cognitive therapy
- Couples and family therapy
- Relationship and social skills training
- Relapse prevention
- Sexual arousal control
- Social support networks
- Victim awareness and empathy

- Cultural/ethnic issues
- Ethics as applied to working with a forensic population.
- Human development with special attention to sexual development.
- Interviewing Skills
- Knowledge of family dynamics as related to sex offending
- Psychopathology
- If available, provide proof of professional memberships/affiliations with professional organizations in the area of sexual abuse/therapy is preferred but not required. Must agree, however, to adhere to "Practice Standards and Guidelines" set by the Association for the Treatment of Sexual Abusers (ATSA) and the rules and regulations of the Missouri Department of Corrections.
- Annual CEU's of at least 15 hours in fields applicable to sexual abuse treatment

COMMENTS:

Requirements for Approved Providers (Provisional)

I. YES NO

- Graduate degree in behavioral health or social sciences from a fully accredited college or university.
- Resume/Vitae
- Provide documentation of CEUs along with any Certificates in special training in treatment of sex offenders.
- Missouri licensure as a Psychologist, LPC or LCSW.

Provide documentation, that shows completed courses/training and/ or gained experience in the following areas:

- Assessment and Diagnosis
- Psychometric and Psycho-physiological testing
- Risk Assessment
- Counseling and Psychotherapy
- Cognitive Therapy
- Couples and family therapy
- Relationship and Social Skills Training
- Relapse Prevention
- Sexual Arousal Control
- Social Support Networks
- Victim Awareness and Empathy
- Cultural/Ethnic Issues
- Ethics as applied to working with a forensic population.

- Human development with special attention to sexual development.
- Interviewing Skills
- Knowledge of family dynamics as related to sex offending
- Psychopathology
- If available, provide proof of professional memberships/affiliations with professional organizations in the area of sexual abuse/therapy is preferred but not required. Must agree, however, to adhere to "Practice Standards and Guidelines" set by the Association for the Treatment of Sexual Abusers (ATSA) and the rules and regulations of the Missouri Department of Corrections.
- Annual CEU's of at least 15 hours in fields applicable to sexual abuse treatment

COMMENTS:

PROVIDER STANDARDS

A. Agree to develop and maintain a file on each sex offender client which includes:

- An Intake Assessment which includes a written thorough psychosocial assessment, complete sexual history and risk to the community assessment.
- Treatment Plan to include specific goals/risk, time frames for completion. Treatment Plans will be reviewed and updated as outlined in the time frames.
- Monthly attendance sheet with payment information/problems
- Documentation of weekly group work
- Case report (original or photocopy) – on conviction offense
- Empathy Enhancement
- Deviant cycle (original or photocopy)
- Relapse prevention/safety plan (original or photocopy)
- Progress Reports (detailed and specific to progress in treatment)
- Signed copy of confidentiality agreement, and signed release of information
- Signed copy of release for file review (audits /monitoring)

B. D.O.C. Requirements

- Agree to require sex offenders to complete all basic treatment goals and court compliance before consideration is given to completion of therapy.
- Agree to consult with the supervising Probation and Parole Officer prior to recommendation for completion of treatment or aftercare placement.
- Provide Progress Reports every quarter to the Probation and Parole Officer on each client. The provider must immediately notify the supervising officer after any absence and will freely share information regarding the offender with the appropriate PO.
- Provide client completion or termination reports with degree of risk in the community and recommendations for the supervising officer. Reports are due within ten (10) calendar days of discharge/completion of treatment.

- Terminate sex offender clients who demonstrate a pattern of non-compliance with the requirements of the treatment, after consultation with supervising Probation and Parole Officer.
- If the provider will be absent from group (due to illness, vacation, conference Attendance): the provider will notify the Specialist of the dates group will not be in session. Provider will also notify supervising officer of absence.
- If the provider plans to use a substitute for group when they are absent, they must notify the Specialist and obtain prior approval.
- Ensure sex offender is aware of confidentiality standards with regard to public safety.

I understand failure to comply with the aforementioned standards may result in a temporary suspension of accepting new clients and/or withdrawal of approval status as a Community Sex Offender Treatment Provider.

Signature _____ Date _____
Regional Sex Offender Specialists

Signature _____ Date _____
Therapist

Sex Offender Treatment File Review

Review Date: _____

Offender Name: _____ Therapist Name: _____

Active Aftercare

File folder:

- Intake Assessment (includes narrative report and assessment instruments)
- Treatment Plan (initial and revised)
- Progress Reports (detailed and specific to Treatment Plan progress)
- Monthly attendance and payment concerns
- Polygraph Report
- Weekly Notes (any contact with the offender and/or collateral contacts outside of treatment shall also be documented)
- Signed copy of confidentiality agreement
- Signed copy of release for file review
- Treatment requirements:
 - Case Report (conviction offense)
 - Original or photocopy in file
 - Original or photocopy in file
 - Documentation of treatment progress or lack of progress
 - Empathy Enhancement
 - Documentation of completion
 - Deviant cycle add bullet Documentation of completion indented

Relapse plan/safety plan add bullet Documentation of completion indented

Comments: _____

Specialist Signature: _____ Date: _____

Sex Offender Treatment/Evaluation Referral Form

Name:	Date of Referral:
DOC #:	Supervising Officer:
Home Phone #:	Telephone #:
Work Phone #:	Email:
Sex Offender Therapist:	
Telephone #:	
Probation/Parole/Conditional Release:	
Conviction Offense:	
Current Offense:	
Sentence:	
Date of Release:	Expiration Date:
Summary of Offense (Please include summary of police reports, DFS reports, PSI, age of victim, relationship to victim, victim's statement, details of crime and previous criminal history):	
Special Conditions:	
Criminal History:	
Mental Health History:	
Substance Abuse History:	
Previous Treatment History (Please include any previous psychological counseling or sex offender treatment the offender has participated in):	
Concerns of Supervising Officer:	

Missouri Board of Probation and Parole Polygraph Referral Form

Name:	DOC #:	
Date of Referral:		
DOB:		
Phone #: Home	Cell	Work
E-mail Address:		
Referring Officer:		
E-mail Address:		
District Address:		
District Phone #:		
District Fax #:		
Therapist Name:		
Telephone #:		
Method of Payment for Polygraph Test: <input type="checkbox"/> State Pay <input type="checkbox"/> Self Pay		
Type of Test: <input type="checkbox"/> Disclosure <input type="checkbox"/> Maintenance Supervision		
Supervision Status: <input type="checkbox"/> Probation <input type="checkbox"/> Parole <input type="checkbox"/> Conditional Release		
Prior Sexual Offense:		
Present Offense:		Date of Arrest:
Date Supervision Began:	Term and Sentence:	
1. List special conditions and/or directives related to the sex offense:		
2. Summary of present offense. (Include a detailed summary of the SAR, police reports, sex offender treatment evaluation, etc):		
3. Summary of Probation Officer's and Therapist's Concerns:		

**STATE OF MISSOURI
DEPARTMENT OF CORRECTIONS
SEX OFFENDER SUPERVISION AGREEMENT**

In accordance with the authority granted the Missouri Department of Corrections, Division of Probation and Parole, or any Circuit Court by the laws of the State of Missouri (RSMo 217.690 and 559.021), you have been ordered to participate in the Sex Offender Supervision Program and are subject to the following conditions:

- I will comply with all registration requirements that apply to me. I understand that failure to comply with the registration requirements may result in new criminal charges.
- Any employment or residence must be approved by my supervising officer. Residences may not be approved within 1000 feet of a school or day care as defined by 566.147 RSMo. In addition, per 566.150 RSMo, no residences will be approved that are within 500 feet of a public park with playground equipment or a public swimming pool. Prior approval from my supervising officer is needed for any changes.
- I will advise my supervising officer of the names, dates of birth and gender of all persons residing at my residence. I will advise all adult members in the household of my criminal convictions.
- Per RSMo 566.140, I will participate in and successfully complete a sex offender treatment program approved by my supervising officer, at my own expense.
- I will submit, at my own expense, to assessment and treatment procedures required by my therapist or supervising officer. These may include, but not be limited to, a polygraph or penile plethysmograph.
- I will not have any contact with the victim or the victim's family of the sex offense for which sex offender supervision is required, directly, indirectly or through a third party unless approved by the treatment team or as stipulated by the Court or Board.
- I will have no contact with any person age 16 or under, or any incapacitated person without the prior approval of my treatment team.
- If my illegal conduct involved a person 16 years of age or under, I will avoid parks, schools, daycare centers, toy stores, pools, carnivals or other places where children are known to frequent, unless prior approval is given to me by my supervising officer.

- I will not possess or access sexually explicit / pornographic material which may include, but not limited to: sexually explicit / pornographic material on any electronic media, adult bookstores, and adult theaters or any other prohibited material as defined by the treatment team.
- I shall refrain from using any computer and/or device to create any social networking profile or to access any social networking service or chat room (including, but not limited to, MySpace, Facebook, Match.com, Yahoo 360) in my own name or any other name for any reason unless expressly authorized by my treatment team.
- I understand that additional special conditions may be added to address specific needs. (For example; cannot hold a membership in organizations or groups for the purpose of child victimization; cannot order sexual paraphernalia by mail; cannot volunteer in civic or religious organizations where possible victims can be identified.