

**Invitation to Negotiate (ITN)
Assets & Needs Assessment
Children's Services Council of Leon County (CSC Leon)
Addendum No. 3**

Attached to this Addendum No. 3 is a form of draft contract. CSC Leon encourages Respondents to review the draft closely in anticipation of the ITN Negotiation Phase, which is scheduled for October 8-14, 2021.

Less than all Respondents may be advanced to the Negotiation Phase. Those that do advance will be expected to be prepared to discuss substantively the proposed contract terms and to be ready to agree to a form of contract by the conclusion of the Negotiation Phase.

CSC Leon is making the draft available now, to facilitate the opportunity for Respondents to review the terms and to discuss them with legal counsel of their choosing. Respondents should plan to complete their review, and have a final list of issues for negotiation, before the first negotiation sessions, which CSC Leon expects to schedule for Monday, October 11, 2021.

Exhibit 1 to the contract is the same draft SOW that was attached to the ITN. As provided in ITN section 5, the contract, including the SOW, may be revised during the Negotiation Phase.

Do not contact the CSC Leon Interim Administrator, any member of the Council or their respective staffs regarding this Addendum No. 3. Direct all correspondence or inquiries during the ITN process to the following **Purchasing Official**:

Holly McPhail, Interim Operations Manager
Children's Services Council of Leon County
procurement@cscleon.org

CONTRACT FOR ASSETS AND NEEDS ASSESSMENT

THIS CONTRACT (the “Contract”) is between the Children’s Services Council of Leon County (“CSC Leon”), an independent special district, and _____ (“Contractor”), a _____ (each individually a “Party” and collectively the “Parties”).

WHEREAS, the Contractor responded to CSC Leon’s competitive solicitation entitled *Invitation to Negotiate (ITN) Assets and Needs Assessment*; and,

WHEREAS, CSC Leon has relied on the Contractor's response, and explanations, demonstrations, and revisions thereof, to determine that the Contractor’s offer provides the best value to CSC Leon; and,

WHEREAS, the Parties desire to enter into the Contract pursuant to which the Contractor will provide the services hereafter described.

NOW THEREFORE, in consideration of the premises set forth herein, the Parties agree as follows:

1. The Contractor shall perform the services described in the Statement of Work attached as Exhibit 1, and subject to the Contract terms and conditions (the “Services”).

2. This is a fixed price Contract. In exchange for acceptable performance of the Services, CSC Leon agrees to pay, and Contractor agrees to accept, the fixed price of \$XXX,XXX. The Contract price is all-inclusive, and CSC Leon will not compensate or reimburse the Contractor any other amounts related to Contract performance such as travel expenses, license fees, taxes, miscellaneous expenses, overhead, etc. CSC Leon will pay the Contractor in arrears the price agreed to for each Contract payment milestone identified in Exhibit 1. CSC Leon will not pay the Contractor any more than the Contract price in exchange for performing the Services. If it becomes necessary for CSC Leon to request the Contractor to render any additional services, either to supplement the Services or to perform additional work related to the Project, then the Parties will execute an amendment to the Contract. Such additional work shall not be performed unless set forth in an amendment. CSC Leon shall not be obligated to pay or reimburse the Contractor more than the amount obligated pursuant to the Contract including amendments.

3. The Contract effective date shall be November 1, 2021 or the date on which the last Party has signed the Contract, whichever is later (the “Effective Date”). The Contract term shall begin on the Effective Date and shall end on March 30, 2022, unless the Contract is terminated earlier or renewed as provided herein. CSC Leon’s shall not be obligated to pay for costs incurred related to the Contract prior to its Effective Date or after its ending date.

4. The Contract term may, upon mutual agreement, be extended for a period no longer than the term of the original Contract, if the Contractor’s performance of the Services is

delayed by causes outside the reasonable control of the Contractor. A Contract time extension is the sole remedy for delays. Because the Contract is for performance of specific Services, it will not be renewed.

5. The Parties' contact information for all purposes related to this Contract is:

CSC Leon
Holly McPhail
hmcphail@cscleon.org
PO Box 1816
Tallahassee, FL 32302
(850) 510-4377

Contractor
Name
Email
Address
Address
Phone No.

A Party may designate a different contact person after the Effective Date of the Contract by providing written notice of the change to the other Party's contact, without amendment of the Contract.

6. The Contractor warrants that its Services will be performed in a good and workmanlike manner, in accordance with the Contract, and that deliverables will materially comply with their applicable requirements. The Contractor will re-perform any work not materially in compliance with this warranty which is brought to its attention within 90 days after the work has been performed.

7. CSC Leon is an agency subject to Florida's public records laws. In performing the Services, the Contractor is acting on behalf of CSC Leon as provided under section 119.011(2), Florida Statutes. Accordingly, the Contractor shall:

- (a) Keep and maintain public records required by CSC Leon to perform the Services.
- (b) Upon request from CSC Leon's custodian of public records, provide CSC Leon with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to CSC Leon all public records in possession of the Contractor or keep and maintain public records required by CSC Leon to perform the Services. If the Contractor transfers all public records to CSC Leon upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSC Leon, upon request from CSC Leon's custodian of public records, in a format that is compatible with the information technology systems of CSC Leon.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT *(telephone number, e-mail address, and mailing address)*.

8. CSC Leon may unilaterally cancel the Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Florida Statutes.

9. To preserve the public interest in the prudent expenditure of public funds, CSC Leon is authorized to inspect (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of public funds; and (b) programmatic records, papers, and documents of the Contractor which CSC Leon determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by CSC Leon within 10 business days after the request is made.

10. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, subcontractors, officers or employees in the course of performing the Services, including, but not limited to, protected health information as defined in 45 CFR Part 160, personally identifiable information as defined in *HHS Policy for Preparing for and Responding to a Breach of Personally Identifiable Information (PII)* (version 2.0), Doc. No. HHS-OCIO-PIM-2020-05-003, or personal information as defined in section 501.171(1), Florida Statutes (2021). The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, or material that is otherwise obtainable under Florida law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

11. In performing the Services, the Contractor and any subcontractor shall comply with the Florida Cybersecurity Standards promulgated in chapter 60GG-2 of the Florida Administrative Code, *Information Technology Security*.

12. All Services will be performed within the continental United States. All data related to or arising from the Contractor's performance of the Services shall remain in, and be maintained in, the continental United States. Neither the Contractor nor any subcontractor shall access such data from outside of the continental United States, nor will they send any such data outside the continental United States. For purposes of this requirement, "data" means a subset of structured information in a format that allows such information to be electronically retrieved and transmitted.

13. CSC Leon is a public employer as defined in section 448.095, Florida Statutes. Therefore, the Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees (see <https://www.e-verify.gov/>). Any subcontractors engaged by the Contractor to provide Services for work on the Contract must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor shall maintain a copy of such affidavit for the duration of the Contract.

14. The Contractor agrees to indemnify, protect, defend and hold harmless CSC Leon, its current and future Council members, officers, employees, agents, representatives, successors and assigns (the "CSC Leon Indemnitees") from and against any and all claims, actions, suits, proceedings, investigations, audits, losses, liabilities, penalties, fines, sanctions, damages, demands, causes of action, costs and expenses including, but not limited to, all reasonable consulting, reasonable attorneys (in-house and outside counsel) or other professional fees including disbursements (collectively, "Losses"), which CSC Leon Indemnitees, or any of them, may incur or suffer by reason of the following arising out of relating to or resulting from the following actions in the Contractor's performance of the Services or the activities of the Contractor in connection with the Services or the Contractor's breach of this Contract: (i) bodily injury or death of any natural person; (ii) damage to property of any person or entity; (iii) violations of law; and (iv) misappropriation, infringement or misuse of intellectual property rights of a third party; except to the extent any such Losses were caused primarily by the willful misconduct or omissions of the CSC Leon Indemnitees, or any of them. The Contractor's indemnity obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, penalty or benefits payable by or for the Contractor under any available insurance coverage or statutory program or scheme, including without limitation, any workers compensation, disability benefit or other employee benefit acts.

15. This Contract shall be governed by the laws of the State of Florida without regard to its conflict of laws provision. The exclusive venue for any lawsuits, actions or proceedings arising in connection with this Contract shall be the state courts of Leon County, Florida; in any such action Florida law will apply, the Parties waive any right to jury trial, and the prevailing Party is entitled to recovery of reasonable attorneys' fees.

16. If any provision of this Contract is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity of the remaining provisions, it being the intention of the Parties that this Contract be so construed as to render enforceable that portion of this Contract unaffected by such holding. The contractual provisions shall be deemed severable.

17. CSC Leon may terminate the Contract if the Contractor fails to (1) maintain adequate progress, thus endangering timely performance of the Contract, (2) honor any material term of the Contract, or (3) abide by any material legal requirement. Before exercising its right to terminate, CSC Leon will provide the Contractor at least ten days written notice and opportunity to cure.

18. If either Party shall be delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, riots, insurrection, adverse weather conditions (including but not limited to tropical storms and hurricanes), epidemic or pandemic, war or other reasons of a like nature not the fault of the Party delayed (all of such reasons or causes referred to as "Force Majeure"), then performance of such acts shall be excused for the period of the delay, and the period within which the performance of such act may be required hereunder shall be extended by a period equivalent to the period of such delay. The exclusive relief for a Force Majeure event will be receipt of an extension of the schedule for the performance of the Services or other act required under the Contract.

19. The relationship between CSC Leon and the Contractor is that of customer and service provider, and nothing contained in this Contract shall be deemed or construed as creating the relationship of principal and agent, or of partnership, or of a joint venture between CSC Leon and the Contractor in respect to the Services or otherwise.

20. The Contractor shall take all actions necessary to ensure that the Contractor's employees, subcontractors and other agents are not employees of CSC Leon. Such actions include, but are not limited to, ensuring that the Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensation, and unemployment) from an employer other than CSC Leon.

21. The Contractor shall not permit this Contract or any of its obligations or rights hereunder to be delegated or assigned voluntarily, involuntarily or by operation of law, without the express prior written authorization of CSC Leon at its sole and absolute discretion. No such written authorization, however, shall be construed as discharging or releasing the Contractor from the fulfillment of obligations under this Contract. This Contract shall inure to the benefit of and bind the Parties and their permitted successors and permitted assigns.

22. The execution and performance of this Contract by each Party has been duly authorized by all applicable laws and regulations and all necessary corporate action, and this

Contract constitutes the valid and binding obligation of such Party, enforceable in accordance with its terms.

23. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133, Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the CSC Leon in writing if its ability to perform is compromised in any manner during the term of the Contract.

24. CSC Leon and the Contractor are the exclusive Parties to this Contract, and no other individual or entity is intended to have, nor shall any individual or entity be deemed to have, any rights, benefits, privileges, causes of action, rights of action or remedies as a third-party beneficiary to or under this Contract or otherwise.

25. This Contract and any amendment made in accordance with the terms hereof may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

26. Every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

27. Failure by either Party to enforce any of the provisions hereof for any length of time shall not be deemed a waiver of its rights set forth in this Contract. Such a waiver may be made only by an instrument in writing signed by the Party sought to be charged with the waiver.

28. This Contract (including exhibits) contains all the agreements of the Parties with respect to the subject matter herein. There have been no representations made by either Party or understandings made between the Parties express or implied with respect to the subject matter hereof other than those set forth in this Contract. This Contract may not be modified except by a written instrument duly executed by the Parties. The Parties have had an opportunity negotiate this Contract and to consult with counsel; accordingly, the rule of interpretation known as "construction against the drafter" will not apply to this Contract.

[signatures on next page]

IN WITNESS WHEREOF, each Party has caused this Contract to be executed by its duly authorized representatives.

CHILDREN’S SERVICES COUNCIL OF LEON COUNTY

By:
Its:
Date: October ____, 2021

[CONTRACTOR NAME]

By:
Its:
Date: October ____, 2021

Exhibit 1
Statement of Work

Exhibit 1
Statement of Work

A. Purpose

The purpose of the Contract is to provide quantifiable information necessary for CSC Leon to prioritize funding for preventive, developmental, treatment, rehabilitative and other services to children, youth and parents.

Specifically, the goals are to identify:

1. key outcomes for each priority area, how those key outcomes should be measured, and what the short-, mid-, and long-term expectations should be;
2. current and multi-year disaggregated data (e.g., race, sex, age, county, school, census tracts, etc., as available) for each key outcome;
3. current programs and services in Leon County using effective and other practices and any demonstrated results related to key outcomes; and
4. current programs and services in Florida, nationally and internationally using effective and other practices and any demonstrated results related to key outcomes.
5. expedited and regular funding options for new or existing programs and services that target key outcomes with evidence-based practices or promising innovative interventions. Innovative interventions include, but are not limited to, investment in public relations campaigns, prizes to incentivize change, use of technology (web portals, artificial intelligence), incentives to small businesses, grants to nonprofits, and use of funds to leverage greater resources (e.g., matching funds for other funding streams, social impact bonds, etc.), and use of volunteers.

B. Definitions

1. **Child:** Unless otherwise specified, “Child” or “Children” refer to young people (all genders) prenatally up to, but not including, age 12, including those with special needs.
2. **COVID:** Any variant of the coronavirus disease that was first reported in the United States in January 2020.
3. **Evidence-based:** A classification system indicating the research and/or evidence measuring an initiative, program, or service delivery model’s effectiveness (e.g., proven, evidence-informed, emerging, etc.).
4. **Food Stability:** Having physical and economic access to sufficient, safe and nutritious food that meets dietary needs and food preferences.
5. **Funder:** An organization that provides money to an entity to provide services.
6. **Homelessness:** Lacking a fixed, regular, and adequate nighttime residence and/or utilizing a primary nighttime residence that is a public or private shelter designed to provide temporary residence, a public or private transitional living program, or a public

or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

7. **Housing Stability:** Continuously living in housing that is affordable and adequately meets safety needs.
8. **Key Outcomes:** Key outcomes are those outcomes identified for each priority area that address short-, mid-, and long-term success based on associated measures.
9. **Long-term:** Within 5 years or beyond.
10. **Mid-term:** Within 1-5 years.
11. **Process Measure:** A count of the number of services provided or the number of individuals served.
12. **Outcome:** The measurable impact on a child, youth or parent resulting from their exposure to an initiative or campaign, receipt of services, or program participation.
13. **Parent:** The biological mother or father, guardian, or primary caregiver of a child or youth.
14. **Priority Areas:** List of priority areas adopted by CSC Leon, identified in Attachment A to this Exhibit I.
15. **Program:** Coordinated services provided by an entity, usually adhering to a specified model or curriculum.
16. **Provider:** A non-profit, for-profit, governmental, or other organization that delivers services or programs to children, youth, and/or parents.
17. **Service:** A single, discreet unit of assistance provided to an individual or individual family.
18. **Short-term:** Within 12 months.
19. **Unmet Need:** The degree to which effective programs exist but are unable to serve all eligible children, youth and families or there are no existing programs or services available to effectively address a given condition which, if not addressed, will negatively impact parent, child or youth wellbeing.
20. **Youth:** Unless otherwise specified, “youth” refers to young people (all genders) age 12 through 24, including those with special needs.

C. Deliverables

1. *Key Outcomes & Measures*
For each priority area,
 - a. Identify options for key outcomes as defined above that might be adopted by CSC Leon.

- b. Identify associated measures for each key outcome that can be used to gauge success.
- c. Identify the short-, mid-, and long-term performance expectations for each key outcome and measure, if appropriate.

2. *Comprehensive Programs Inventory*

For each priority area,

- a. Create a comprehensive inventory of programs, providers, and services in Leon County that serve children, youth and parents, providing demographic detail (gender, race, ability, etc.) by age cohort:
 - i. 0-4 (including the prenatal period)
 - ii. 5-8 (K-2nd)
 - iii. 9-11 (3rd-5th)
 - iv. 12-14 (6th- 8th)
 - v. 15-18 (9th-12th)
 - vi. 19-24 (post high school)
- b. Convey understanding about those programs, providers, and services, at the county and neighborhood level (e.g., school zone, zip code and census-tracts), including but not limited to:
 - i. accessibility
 - ii. availability
 - iii. capacity (including number of clients served)
 - iv. outcomes and process measures reported
 - v. gaps
 - vi. barriers, including cultural, psychological, technological, transportation and other barriers
 - vii. utilization of evidence-based practices
 - viii. utilization of trauma-informed care
 - ix. the extent to which providers coordinate or collaborate
- c. Access, compile and report information on the total amount of funding and funding by source (local, state, federal, grant, etc.) for programs, providers, and services included in the inventory.
- d. Measure racial equity and document disparities in provision of programs and services, including contact with and within the system of care.
- e. Gather and report the operational changes undertaken by providers in the inventory to address COVID.
- f. Quantify the projected short-, mid- and long-term impacts on delivery of programs and services by providers due to COVID.
- g. Determine:

- i. the amount of federal funds each provider will/is anticipated to receive through the American Rescue Plan (ARP) and, if feasible, any other federal appropriation passed into law during the contract period of this ITN
- ii. how the funding will be used
- iii. the anticipated benefits the funds will have on child outcomes
- iv. the projected positive and negative fiscal impacts on providers, programs and services that will occur after the funding expires
- v. how providers, CSC Leon and other funders can leverage the positive impacts and mitigate against negative impacts generated by one-time ARP funding.

3. *Gap Analysis*

For each priority,

- a. Assess gaps in service provision to children, youth and parents by age cohort (see Exhibit I.C.2.a.) in Leon County using the parameters below:
 - i. need for services
 - ii. number of children and/or parents currently being served
 - iii. deficits in capacity to address the needs
 - iv. barriers to access services, including cultural, psychological, technological, transportation and other barriers
 - v. services for which there are wait lists and the number of children on those wait lists
- b. Describe the potential reasons for those gaps and historical trends identified above for Leon County children, youth and parents, identifying barriers to assistance.

4. *Informative Programs Inventory*

Identify programs and services in Florida and around the country that have documented effectiveness utilizing evidence-based or emerging practices in addressing the key outcomes and measures identified in Exhibit I.C.1, including efforts and initiatives that coordinate service delivery models.

5. *Funding Options*

Based on the deliverables above, CSC Leon desires to make community investments through a regular funding process beginning no later than October 1, 2022. For select priorities, CSC Leon may provide expedited funding awards beginning on earlier dates and ending September 30, 2022, unless extended by CSC Leon. Entities receiving expedited funding awards will not automatically receive funding through CSC Leon's regular funding process; they may or may not receive regular funding.

- a. Identify options for CSC Leon to provide expedited funding awards that will generate immediate, positive impacts on priority areas

- i. throughout Leon County
 - ii. in targeted zip codes, school zones, and/or high-poverty census tracts.
- b. Identify options for CSC Leon to make short-, mid- and long-term investments in programs, providers, services, and/or collaborative initiatives that will generate positive impacts on priority areas
- i. throughout Leon County
 - ii. in targeted zip codes, school zones, and/or high-poverty census tracts.

D. Payment Schedule

<u>Deliverable</u>	<u>Contract Day</u>	<u>Contract Payment</u>
Project Governance Documents	15	10%
Key Outcomes & Measures	45	20%
Draft Comprehensive Programs Inventory, Gap Analysis, Informative Programs Inventory	90	20%
Final Comprehensive Programs Inventory, Gap Analysis, Informative Programs Inventory AND Draft Funding Options	120	20%
Final Funding Options, Public Presentation	135	20%
Close-Out	150	10%

Ex. I, Attachment A – PRIORITY AREAS**Success in School and Life**

- ✓ School Readiness:
 - Increase the number of children who enter kindergarten socially, emotionally and academically ready.
- ✓ School-Age Supports:
 - Increase school performance and reduce juvenile crime among school-age children and youth.

Healthy Children, Youth and Families

- ✓ Physical Health:
 - Outcome: Reduce infant and maternal mortality, increase infant health, improve oral health, and improve early identification of health problems.
- ✓ Mental Health:
 - Increase resiliency and reduce the number and consequences of adverse childhood events.

Stable and Nurturing Families and Community

- ✓ Youth Development:
 - Build occupational skills, expand career pathways and increase economic opportunities.
- ✓ Food Stability:
 - Reduce the consequences of food insecurity by ensuring that children and youth in Leon County have adequate year-round access to healthy food.
- ✓ Housing Stability:
 - Reduce the number of children and youth at risk of or experiencing homelessness, including those transitioning out of the child welfare system
- ✓ Supporting and Expanding the Number of Caregivers:
 - Enhance caregiver (including kinship, foster and adoptive parents) capability to respond to the emotional and behavioral needs of neglected and abused children and youth.