

Introduced by _____ Council Bill No. R 101-13

A RESOLUTION

authorizing an agreement with The Curators of the University of Missouri on behalf of the Institute of Public Policy, Harry S. Truman School of Public Affairs for evaluation of the organizational capacity of prospective contracted social service providers.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with The Curators of the University of Missouri on behalf of the Institute of Public Policy, Harry S. Truman School of Public Affairs for evaluation of the organizational capacity of prospective contracted social service providers. The form and content of the agreement shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

ADOPTED this _____ day of _____, 2013.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

AGREEMENT BETWEEN THE CITY OF COLUMBIA AND THE CURATORS OF THE UNIVERSITY OF MISSOURI,
ON BEHALF OF THE INSTITUTE OF PUBLIC POLICY, HARRY S. TRUMAN SCHOOL OF PUBLIC AFFAIRS

THIS AGREEMENT is entered into this ____ day of _____, 2013 (the "effective Date"), between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and The Curators of the University of Missouri, a public corporation of the State of Missouri, on behalf of the Institute of Public Policy, Truman School of Public Affairs (hereinafter "Institute").

WITNESSETH:

WHEREAS, the City of Columbia desires to engage the Institute to render certain services more particularly described in Exhibit A; and

WHEREAS, the Institute made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal in Exhibit A.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Institute as follows:

1. Services. City agrees to engage the services of the Institute and the Institute agrees to perform the services hereinafter set forth in Exhibit A, which is attached hereto and incorporated herein by reference. City may add to the Institute services or delete therefrom activities of a similar nature to those set forth in Exhibit A, provided that the total cost of such work does not exceed the total cost allowance as specified in Section 5. Institute shall undertake such changed activities upon the direction of the City. All such changes shall be in written form and prepared and approved by the City Manager and shall be accepted and countersigned by the Institute.
2. Institute shall provide services. The Institute represents that Institute will secure at Institute's own expense, all personnel required to perform the services called for under this contract by Institute. None of the work or services covered by this contract shall be subcontracted or assigned without the written approval of the City.
3. Term. The services of the Institute shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the project time line which is outlined in Exhibit A.
4. A report will be submitted and presented to the City for each annual series of evaluations per the project time line and format outlined in Exhibit A.
5. Institute will be paid \$525.00 per evaluation, not to exceed a total of Eight Thousand Dollars (\$8,000) per year or a total of Twenty Four Thousand Dollars (\$24,000.00) over the three (3) year period of this agreement. Payments to Institute shall be made by the City in three (3) installments based upon the receipt and acceptance of the aforementioned reports. The

cap for the indirect rate is zero (0). City will not pay any indirect rate charged to this evaluation process.

6. Termination for Convenience.

- a. By City. City shall have the right at any time by written notice to Institute to terminate and cancel this contract, without cause, for the convenience of City. In such event, Institute shall immediately stop work and City shall not be liable to Institute except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Institute for the performance of the cancelled portions of the contact, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Institute.
- b. By Institute. Institute shall have the right at any time by written notice to City to terminate and cancel this contract, without cause, for the convenience of Institute. In such event, Institute shall immediately stop work and City shall not be liable to Institute except for payment for actual work performed prior to such notice.

7. Notices. Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, returned receipt requested, with postage prepaid, to:

If to City:

Division of Human Services
Attn: Steve Hollis
P.O. Box 6015
Columbia, MO 65205-6015

If to Institute:

Institute of Public Policy
Attn: Emily Johnson
137 Middlebush Hall
Columbia, MO 65211

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

- 8. Compliance with Laws. Institute agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations.
- 9. Governing Law and Venue. This contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocable agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
- 10. Employment of Unauthorized Aliens Prohibited. Institute agrees to comply with Missouri State Statute section 285.530 in the Institute shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state

of Missouri. As a condition for the award of this contract the Institute shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Institute shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Institute shall require each subcontractor to affirmatively state in its contact with Institute that the subcontract shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Institute shall also require each subcontractor to provide Institute with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

11. No Third-Party Beneficiary. No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any person, so as to constitute any such person a third-party beneficiary under the Agreement.
12. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

INSTITUTE

(CORPORATE SEAL)

By: _____

ATTEST:

Secretary

APPROVED:

THE CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

CERTIFICATION:

I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. 110-4410-542.49-90, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

John Blattel, Director of Finance



**Department of Public Health and Human Services
Division of Human Services**

**SCOPE OF WORK
Evaluation of Social Services Provider Capacity 2013 – 2015
for the City of Columbia and County of Boone**

The purpose of this document is to outline the scope of work for social services provider capacity evaluation services to be provided for the City of Columbia (City) and the County of Boone (County), hereinafter referred to as "City/County."

Background and Goals

The City/County recognize that in addition to physical infrastructure, public safety, and public works, they must also make an investment in the social infrastructure of our community. To this end, the City/County seek to assure that adequate levels of needed and effective social services are made available to low-income residents of the City/County. This is accomplished through a combination of coordinating, providing, and purchasing social services.

For those social services which are deemed to be necessary but cannot be provided directly by the City/County, the City/County seek to assure the availability of these services by entering into purchase of service contracts with local provider organizations. The Division of Human Services and the Boone County Community Services Advisory Commission (BCCSAC), which is comprised of ten citizen volunteers appointed by the City Council and County Commission, are charged by the Columbia City Council and the Boone County Commission to make annual recommendations for allocation of City and County general revenue funding for the purchase of social services. In doing so, the City/County issue targeted "Requests for Proposals" (RFPs) by social issue area in a staggered, three year cycle:

- Year 1 – Basic Needs and Emergency Services
- Year 2 – Children, Youth, and Families
- Year 3 – Economic Opportunity, Independent Living, Mental Health

The goals of the social services provider capacity evaluation process are to:

- Provide the City/County with an objective assessment of the organizational capacity of prospective social service providers in order to inform the annual social services funding process
- Provide applicant organizations with information which can be utilized to continuously improve the quality of their organizations and services

Scope of the Evaluation

The social service provider capacity evaluations will be conducted as part of the City/County annual request for proposals (RFP) to provide social services process for a three year period from 2013 – 2015. Please refer to the *Project Time Line* section of this *Scope of Work* for detailed information regarding dates of service.

Based on the letters of intent received by the City/County, the evaluator will be notified of the number of applicant organizations to be evaluated in the given RFP cycle. A database

SCOPE OF WORK

Evaluation of Social Services Provider Capacity 2013 – 2015

containing detailed information about the organizations to be evaluated will be provided to the evaluator by the City/County. Each organization submitting a responsive proposal for each of the RFPs will be evaluated. Evaluations will be considered to be valid for a period of three years. Therefore, each applicant organization will only be evaluated once in the three year contract period regardless of the number of proposals submitted by each organization.

Site visits are to be scheduled by the evaluator with each organization indicated while the RFP process is open. Evaluations are to be conducted in the month following the RFP deadline. The evaluation will be conducted on-site at each agency. Each evaluation will consist of a combination of interviews with agency staff as well as observations of infrastructure, policies, processes and procedures. A standardized evaluation instrument, included as "Attachment A" to this *Scope of Work*, will be utilized in order to conduct each provider evaluation.

The evaluation is intended to assess the providers' capacity in the following areas:

- governance
- financial management
- human resources
- information management
- service delivery
- performance management
- program-based budgeting
- external relationships

Project Time Line

Evaluations will be conducted over the course of three (3) years within the following schedule:

Issue Area	Service Period		Reporting	
	Schedule Site Visits	Conduct Evaluations	Draft Report Due	Final report Due
Basic Needs and Emergency Services	July, 2013	August, 2013	September 13, 2013	October 10, 2013
Children, Youth, and Families	July, 2014	August, 2014	September 12, 2014	October 13, 2014
Economic Opportunity Independent Living Mental Health	July, 2015	August, 2015	September 11, 2015	October 12, 2015

Cost Structure

Because the number of evaluations to be conducted is unknown, the City/County are interested in purchasing evaluation services on a per evaluation basis. Therefore, proposals to provide the evaluation services outlined in this *Scope of Work* should include a proposed cost per evaluation.

Reporting Requirements

Reports shall be constructed in a professional manner and be reflective of the information sought by the City/County, as outlined in this *Scope of Work*. The evaluator will submit fifteen (15) bound copies each final report on or before due dates outlined in this *Scope of Work*. An electronic version of each final report shall also be furnished in Adobe Acrobat PDF format.

Consultation with Staff

The evaluator will communicate and work with City/County staff and volunteers as needed throughout the course of the project. It is expected that regular sharing of information will occur

SCOPE OF WORK

Evaluation of Social Services Provider Capacity 2013 – 2015

between the evaluator and City/County.

Ownership of the Evaluation Findings

All information gathered, whether or not included in the final report, is the sole property of the City of Columbia and County of Boone and may not be used or distributed without the direct written consent of the Human Services Manager of the City/County.

Contact

For questions, further information and/or accommodation related to disability, please contact:

Steve Hollis, Human Services Manager

Columbia/Boone County Department of Public Health and Human Services

Division of Human Services

1005 W. Worley Street

P.O. Box 6015

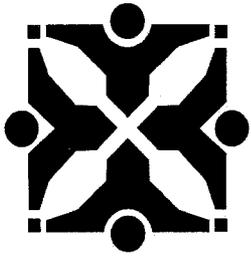
Columbia, Missouri 65205-6015

V 573.874.7488

E-mail: HumanServices@GoColumbiaMo.com

Web:

http://www.gocolumbiamo.com/Health/HumanServices/Programs/Social_Service/bccsacfundinfo.php



Source: Health

S. Brown

To: City Council

From: City Manager and Staff *MM*

Agenda Item No:

Council Meeting Date: Jun 3, 2013

Re: The Curators of the University of Missouri
Institute of Public Policy, Harry S. Truman School of Public Affairs
Social Services Provider Evaluation Services Agreement

EXECUTIVE SUMMARY:

A resolution authorizing the City Manager to sign an agreement between the City of Columbia and The Curators of the University of Missouri on behalf of the Institute of Public Policy, Harry S. Truman School of Public Affairs for the evaluation of the organizational capacity of prospective contracted social service providers.

DISCUSSION:

Organizations which submit proposals to the City of Columbia and County of Boone to provide contracted social services are required to participate in a process of independent evaluation of organizational capacity. The Scope of Work, attached as Exhibit A to the agreement, outlines in detail the background and goals, scope, cost structure and time line of the evaluation process. The City of Columbia and County of Boone will enter into a three year contract with the MU Institute of Public Policy, Truman School of Public Affairs to provide the evaluation services for the years 2013 - 2015. The Institute will be paid \$525 per evaluation, not to exceed a total of \$8,000 per year.

FISCAL IMPACT:

Costs associated with this agreement were anticipated in the FY13 budget process. No appropriation is necessary.

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

11 Vision Statement: Columbia is a supportive, compassionate, healthy community with high quality social services; a first-rate health care system and safe, quality affordable housing that are accessible to all.

11.1 Goal: Columbia will support quality points of entry to access information for high quality and affordable social services to support children, youth, adults, seniors, persons with disabilities, and people with cultural barriers. All social services will be sufficiently funded to work toward the elimination of poverty.

11.1.2 Strategy: Raise standards of performance and measurements of accountability for all community services throughout the city and county. Include mechanisms for annual program review, participant feedback, and determining unmet needs.

SUGGESTED COUNCIL ACTIONS:

Should the Council agree with staff recommendations, an affirmative vote is in order.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$0.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$8,000.00	Duplicates/Epands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	Yes
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	11.1.2
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	