

COUNCIL ACTION FORM

SUBJECT: REVISIONS TO FY 2021/22 HUMAN SERVICE AGENCY CONTRACTS

BACKGROUND:

The City enters into annual contracts with approximately 26 human service agencies that receive funding through the ASSET process. These contracts use standardized provisions, and information about the specific services to provide are customized for each agency.

Following a review of the contract language with the City Attorney, changes for all agency contracts were identified. The following changes are proposed to reflect actual practice and help improve clarity with contract expectations (Attachment A):

- Section II Scope of Services: adding language regarding public access to agency budget proposals on file in the City Clerk's Office.
- Section IV Duration: adding language about continuity of services throughout the duration of the contract including if/when the agency exhausts City funds.

In addition to these changes, it was determined that the public purpose description for the HIRTA contract should be clarified to read "providing transportation services to Ames residents when all other transportation services have been exhausted or cannot meet the residents transportation needs." This rewording more closely aligns with Council's expectation of HIRTA's services addressing transportation gaps (Attachment B).

ALTERNATIVES:

1. Approve the revised standard human services contract language, including the revision specific to HIRTA.
2. Direct staff to modify the standard language included in human services contracts.
3. Do not approve the contract revisions.

CITY MANAGER'S RECOMMENDED ACTION:

An annual review of the human service contracts has identified language changes that provide clarification and clearer contract expectations. Once approved, contracts for FY 2021/22 will be drafted and sent to agencies for approval, with final approval presented to the City Council later this spring.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ATTACHMENT A

CONTRACT FOR HUMAN SERVICES

THIS AGREEMENT, made and entered into the **1st day of July, 2021**, by and between the **CITY OF AMES, IOWA**, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter sometimes called "City") and AGENCY (a nonprofit corporation or governmental unit organized and existing pursuant to the laws of the State of Iowa and hereinafter called "Provider");

WITNESSETH THAT:

WHEREAS, the City of Ames has, by its City Council acting in open and regular session, determined that certain services and facilities to be provided to the City of Ames and its citizens by Provider, such services and facilities being hereinafter described and set out, should be purchased in accordance with the terms of a written agreement as hereinafter set out, in accordance with all applicable Federal, State, and Local laws or regulations, and

WHEREAS, the purchase of these services constitutes a public purpose by providing LANGUAGE TO BE INSERTED SPECIFIC TO AGENCY SERVICES

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

**I
PURPOSE**

The purpose of this Agreement is to procure for the City of Ames and its citizens certain services and facilities as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by the City of Ames for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

**II
SCOPE OF SERVICES**

Provider shall provide the services and facilities to the City of Ames and its citizens as set out in the Provider's 2021/22 ASSET proposal. The Provider's proposal is incorporated into and made part of this agreement by this reference and shall be considered Exhibit "A" of the agreement. Exhibit "A" is available for viewing by the public in the Ames City Clerk's office. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation Team (ASSET), and unit costs must be consistent between all ASSET funders.

The cost per unit of service shall equal that proposed cost indicated in the Provider's ASSET Budget Forms. In the event that actual ASSET funds or other revenues differ from the Provider's request, the cost per unit shall remain as requested, but the number of units provided shall be adjusted.

The City will be contracting for services at the cost per unit indicated, not to exceed the following amounts:

SERVICE	COST PER UNIT	UNITS	AMOUNT
TBD	\$	TBD	\$

III METHOD OF PAYMENT

A. All payments to be made by the City of Ames pursuant to this Agreement shall be made on a reimbursement basis for services provided in amounts not to exceed those outlined in Section II above.

B. The City will disburse payment monthly on requisition of Provider.

C. Requisitions for disbursement shall be made in such form and in accordance with such procedures as the Director of Finance for the City shall prescribe. Said form shall include but not be limited to an itemization of the nature and amount of services provided and must be filled out completely.

D. The maximum total amount payable by the City of Ames under this agreement is \$ as detailed in the SCOPE OF SERVICES (Section II of this contract), and no greater amount shall be paid.

E. The Provider shall requisition for funds on a monthly basis. If Provider wishes to request disbursement of funds on other than a monthly basis, the Provider must request in writing that an alternate disbursement period be adopted and approved by the Director of Finance for the City. Provider shall have up to 90 days from the date that services are provided to request payment from the City. Any request made by Provider in excess of 90 days after services are provided shall be deemed a waiver by the Provider and the City shall have no obligation to pay for said untimely requests for payment. Failure to request reimbursement in a timely manner shall be grounds for termination of this agreement by the City.

IV FINANCIAL ACCOUNTING AND ADMINISTRATION

A. All monies disbursed under this Agreement shall be accounted for by the accrual method of accounting or other generally accepted comprehensive basis.

B. All services for which payment is claimed shall be supported by documentation evidencing in proper detail the nature and propriety of the charges. The City-provided claim form shall be completed and include the service name, the unit cost claimed for each service, and the client code where required. A client code shall be required for any service in which the individual has entered the program through a third party referral, intake process, personal application, or

emergency response. Exceptions shall include one-time educational sessions, confidential telephone counseling, or where the identity and residency of a person cannot be reasonably determined. The Provider may assign whatever client code it deems appropriate, as long as it can be used to verify the client's Ames or Story County residency and participation in City-subsidized programs of service and/or sliding fee scale.

C. All checks or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by the City or its authorized representative.

D. All records shall be maintained in accordance with procedures and requirements established by the City Finance Director, and the City Finance Director may, prior to any disbursement under this Agreement, conduct a pre-audit of record keeping and financial accounting procedures of the Provider for the purpose of determining changes and modifications necessary with respect to accounting for funds made available hereunder. All records and documents required by this Agreement shall be maintained for a period of three (3) years following final disbursement by the City.

E. At such time and in such form as the City may require, there shall be furnished to the City such statements, records, reports, data, and information as the City may require with respect to the use made of monies disbursed hereunder.

F. At any time during normal business hours, and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Agreement and Provider will permit the City to audit, examine, and make excerpts or transcripts from such records.

G. Monies provided under this agreement shall not be used as matching funds for a grant to fund activities in any county other than Story County.

H. If Provider's annual budget is over \$100,000, within six months of the end of the Provider's fiscal year the Provider shall submit to the City an annual financial audit prepared by an independent certified public accounting firm and a copy of IRS Form 990. If Provider's annual budget is \$100,000 or less, within six months of the end of the Provider's fiscal year the Provider shall submit to the City a copy of IRS Form 990 and a balance sheet prepared externally and independently. Failure to submit documentation in accordance with this section shall result in withholding payments under this contract. If withheld, payments may resume when required documentation is delivered to the City and City staff has had a reasonable period to review it.

I. The Provider agrees to participate in the Clear Impact Scorecard outcomes measurement system, or an equivalent outcomes measurement system identified by the City. The provider shall identify a minimum of one (1) performance measure acceptable to the City, and shall regularly update the outcomes measurement system with the Provider's progress and achievements in relation to such outcome(s). The Provider shall not be entitled to payment from the City under this Agreement if the Provider has not provided updated progress and achievement reports to the City's satisfaction.

**V
DURATION**

This Agreement shall be in full force and effect from and after **July 1, 2021, until June 30, 2022.** Provider will continue to provide services under this agreement for the entire term of the agreement, even if the City funds are exhausted prior to the end of the term of the agreement. The City Council may terminate this Agreement by giving written notice to the Provider at least sixty (60) days before the effective date of such termination. From and after the effective date of termination the City shall have no obligation to pay Provider for any services provided under this Agreement.

**VI
DISCRIMINATION PROHIBITED**

In accordance with Chapter 14 of the Municipal Code, no person shall, on the grounds of age, race, color, creed, religion, national origin, disability, sexual orientation, sex, or gender identity be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Agreement.

IN WITNESS WHEREOF the parties hereto have, by their authorized representatives, set their hand and seal as of the date first above written.

CITY OF AMES, IOWA

ATTEST:

BY _____
John Haila, Mayor

Diane Voss, City Clerk

AGENCY

Organization Address (*please print*):

BY _____
Authorized Representative

Print Name:

Phone Number:

ATTACHMENT B

CONTRACT FOR HUMAN SERVICES

THIS AGREEMENT, made and entered into the **1st day of July, 2021**, by and between the **CITY OF AMES, IOWA**, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter sometimes called "City") and **HIRTA** (a nonprofit corporation or governmental unit organized and existing pursuant to the laws of the State of Iowa and hereinafter called "Provider");

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WHEREAS, the purchase of these services constitutes a public purpose by providing transportation services to Ames residents when no other transportation services are available to meet the residents' transportation needs.

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

I PURPOSE

The purpose of this Agreement is to procure for the City of Ames and its citizens certain services and facilities as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by the City of Ames for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

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SERVICE	COST PER UNIT	UNITS	AMOUNT
Transportation - City	\$		\$

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G. Monies provided under this agreement shall not be used as matching funds for a grant to fund activities in any county other than Story County.

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CITY OF AMES, IOWA

ATTEST:

BY _____
John Haila, Mayor

Diane Voss, City Clerk

HIRTA

Organization Address (*please print*):

BY _____
Authorized Representative

Print Name:

Phone Number:
