

**COUNCIL ACTION FORM**

**SUBJECT: AMENDMENT TO ASSET POLICIES AND PROCEDURES FOR REPORTING FROM STORY COUNTY DECATEGORIZATION AND EARLY CHILDHOOD IOWA BOARDS**

**BACKGROUND:**

The ASSET Board routinely meets with representatives of the Story County Decategorization Board (Decat) and Story County Empowerment Board. Decat and Empowerment provide planning and coordination of human services related to children up to age five. Historically, ASSET has received annual reports and plans, priorities, and other information from Decat and the Story County Empowerment Board. ASSET meetings have a standing agenda item to receive these updates.

**On July 1, 2012, the Story Empowerment/Early Child Development board merged with the Boone Empowerment/Early Childhood Development board to form “BooSt Together for Children”. Since the ASSET Policies and Procedures outline the relationship between ASSET and Decat/Empowerment, this document must be amended to reflect the change.** The Council should also note that Decat and Empowerment will now provide quarterly updates rather than updates at each ASSET meeting.

The ASSET volunteers met on August 16 and approved a motion recommending that the funders adopt this modification to the Policies and Procedures.

**ALTERNATIVES:**

1. Approve the revised Addendum A to the ASSET Policies and Procedures as shown below.
2. Do not approve the revision to the ASSET policies and Procedures.

**MANAGER’S RECOMMENDED ACTION:**

A majority of the ASSET funders must approve this change for it to take effect. The change reflects the new relationship between the Story and Boone Empowerment Boards.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the revised Addendum A to the ASSET Policies and Procedures.

**ADDENDUM A**  
**STORY COUNTY DECATEGORIZATION / EARLY CHILDHOOD IOWA AREA**  
**BOARDS**

The Story County Decategorization Board and the BooSt Together for Children (Boone and Story Counties) Early Childhood Iowa (ECI) Area Board will provide ASSET with quarterly reports to update funders and community stakeholders.

**COUNCIL ACTION FORM**

**SUBJECT: 2012/13 ASSET CONTRACT FOR HEARTLAND SENIOR SERVICES**

**BACKGROUND:**

Heartland Senior Services receives funds through the ASSET process. In 2012, Heartland began an extensive analysis of its costs to conduct programs. In previous years, the agency had asked for small percentage increases from ASSET, not realizing that these increases did not keep pace with actual costs. In addition, deficits in programs were zeroed out at the end of each year, causing the agency to believe that the ASSET allocations were sufficient for program costs, when in reality the programs were eroding Heartland's fund balances each year.

During the 2012/13 ASSET allocation process, Heartland attempted to correct for this, and its budget included large shifts in requests from funders in Adult Day Care and significant increases in costs for the Nutrition and Transportation programs. At the time, the figures provided by Heartland for its 2012/13 ASSET budget were inconsistent with the actual costs listed in its 2011/12 audit. Due to these concerns, the ASSET Funders set aside funds for the various programs operated by Heartland in amounts that the volunteers felt would be appropriate to conduct those activities, but did not support awarding those funds to Heartland until Heartland's true financial picture was defined.

In the time since ASSET allocations, ASSET staff has had several conversations with Heartland about the future of its operations. Heartland chose to return its transportation program to HIRTA. Heartland had been the local contract provider to the Heart of Iowa Regional Transit Agency (HIRTA), which holds the 28E Intergovernmental Agreement with the Iowa Department of Transportation's Region 11 to provide public transit services. This has allowed Heartland to focus on its core programs, such as Nutrition, and has reduced overhead costs to the agency. Heartland has conducted a comprehensive audit of its Nutrition program which has helped it more accurately quantify its costs. The agency has enrolled in the Iowa Food Bank, closed poorly-attended congregate meal sites, and received newer donated equipment to prepare meals. Heartland has also begun charging fees for several programs that were previously free.

In light of these changes, this summer ASSET staff requested that Heartland submit new 2012/13 budget forms. The revised budget indicated that Heartland would operate within the amounts set aside by each of the ASSET funders. However, it indicated a significant increase in self-generated revenues for several programs. In a meeting with ASSET staff, Heartland indicated that the self-generated revenue goals will be achievable, and ASSET staff will be updated on progress towards this at a mid-year review in January.

Staff is now prepared to bring a 2012/13 ASSET funding contract with Heartland to the City Council for approval. Council should note that this fiscal year is already underway. The contract has been written to allow Heartland to request reimbursement for expenses incurred back to the beginning of the fiscal year.

Service	Amount	Change from 11/12
Adult Day Care	\$45,452	+18.4%
Congregate Meals	\$22,266	+9.1%*
Service Coordinator Outreach	\$32,559	+13.2%
Service Coordination – Friendly Visitor	\$6,171	-3.5%
Activity and Resource Center	\$32,500	+3.0%
<b>TOTAL</b>	<b>\$138,948</b>	<b>+10.3%</b>

\*2011/12 includes \$5,990.47 in supplemental funds awarded in June

**Council may recall that Heartland received supplemental funds for the meals program in June to address a budget shortfall. Staff cautioned that it would not recommend awarding supplemental funding in the future. City staff, ASSET volunteers, and Heartland staff are in agreement that the funding amounts identified for 2012/13 should be sufficient to conduct Heartland's programs.**

#### **ALTERNATIVES:**

1. Approve a human service agency funding contract with Heartland Senior Services for 2012/13 in an amount not to exceed \$138,948.
2. Do not approve the contract.

#### **MANAGER'S RECOMMENDED ACTION:**

Heartland has worked diligently over the past year to address the budget concerns raised by ASSET. Heartland has made difficult program cuts and raised revenues to keep its core programs going. Staff is more confident now that Heartland has an accurate accounting of the costs for its meals programs. Heartland also has developed contingency plans in the event that budget issues arise in the future.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving a funding contract with Heartland Senior Services for 2012/13 in an amount not to exceed \$138,948.

# CONTRACT FOR HUMAN SERVICES

**THIS AGREEMENT**, made and entered into the \_\_\_ day of \_\_\_\_\_, 2012, 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 **Heartland Senior Services** (a nonprofit corporation 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;

**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 2012/2013 ASSET proposal, and service components provided in Attachment B. This description shall be made a part of this Agreement. 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 City will be contracting for services, not to exceed the following amounts:

SERVICE	AMOUNT
Daycare – Adults	\$45,452
Congregate Meals	22,266
Service Coordinator Outreach	32,559

Service Coordination - Friendly Visitor	6,171
Activity & Resource Center	32,500

### III METHOD OF PAYMENT

A. All payments to be made by the City of Ames pursuant to this Agreement shall be reimbursement for actual costs incurred by Provider in providing services required by Section II above.

B. The City will disburse payment monthly on requisition of Provider. The initial disbursement may, if Provider so requests, be an advance on projected and estimated costs for the month to follow. If disbursements are made as an advance on estimated and projected costs, no subsequent disbursements shall be made until the provider submits complete and accurate documentation of actual costs for the previous disbursement period.

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 costs for which reimbursement is requested, and must be filled out completely.

D. The maximum total amount payable by the City of Ames under this agreement is **\$138,948** as detailed in the SCOPE OF SERVICES (Part II of this contract), and no greater amount shall be paid.

E. All unobligated amounts disbursed to the Provider shall be repaid to the City as of the effective date of termination of this agreement. The Provider shall repay to the City any disbursed funds for which documentation of actual expenses is not provided.

F. 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. Failure to request reimbursement in a timely manner shall be grounds for termination of this agreement.

### IV FINANCIAL ACCOUNTING AND ADMINISTRATION

A. All monies disbursed under this Agreement shall be accounted for by the accrual method of accounting.

B. Monies disbursed to Provider by the City will be deposited by Provider in an account under the Provider's name, with a bank located in Story County, Iowa. All checks drawn on the said account shall bear a memorandum line on which the drawer shall note the nature of the costs for which the check is drawn in payment, and the program(s) of service.

C. All costs for which reimbursement is claimed shall be supported by documentation evidencing in proper detail the nature and propriety of the charges. The City-provided reimbursement 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. The reimbursement form shall also contain any reimbursement being received from any other source for services rendered to an Ames resident for whom the City is also being charged.

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.

## **V DURATION**

This Agreement shall be in full force and effect from and after July 1, 2012, until June 30, 2013. 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, no further disbursement under this Agreement shall be made by the City. Any money disbursed to the Provider and unencumbered or unspent as of the effective date of termination, shall be repaid to the City.

## **VI HIPAA**

The City and Provider are committed to complying with any applicable HIPAA Privacy Provisions. Providers operating under HIPAA guidelines will be required to have a Personal

Health Information (PHI) release for each client which authorizes release of such information to the City. A copy of such agreement shall be provided to the City on request. A business associate agreement will be executed between the City and the provider regarding how PHI information will be provided to and used by the City.

## **VII 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, or sex 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 \_\_\_\_\_  
Ann Campbell, Mayor

\_\_\_\_\_  
Diane Voss, City Clerk

**Heartland Senior Services**

Organization Address (*please print*):

BY \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
\_\_\_\_\_

Print Name:

Phone Number:

\_\_\_\_\_

\_\_\_\_\_



**COUNCIL ACTION FORM**

**SUBJECT:** DESIGNATION OF HEART OF IOWA REGIONAL TRANSIT AGENCY (HIRTA) AS AN ASSET AGENCY

**BACKGROUND:**

The Heart of Iowa Regional Transit Agency (HIRTA) is a seven-county organization that provides regional transportation coordination and service. Regional transportation coordination is required under *Iowa Code* and is overseen by the Iowa DOT. Until July 2012, HIRTA had contracted with Heartland Senior Services to provide regional transit services in Story County. These services include transportation in unincorporated Story County and in the City of Ames, as well as a route from Ames to the University Hospitals in Iowa City. Heartland had received ASSET funds to assist in covering costs for these services.

Heartland and HIRTA mutually agreed to return the service to HIRTA's control beginning July 1, 2012. HIRTA has expressed a desire to be considered for funds in the ASSET process.

The ASSET Policies and Procedures (attached) require that an agency participating in the ASSET process must be a 501(c)(3) non-profit organization. HIRTA is incorporated under a 28E intergovernmental agreement, which makes it ineligible for participation in ASSET under the Policies and Procedures. In order to allow HIRTA to participate in ASSET, a majority of the ASSET funders must approve an exception.

*It should be noted that Homeward, which is operated by Mary Greeley Medical Center, a public hospital, has previously been granted an exception by the ASSET funders to participate in the ASSET process. It should also be noted that, by approving this request for HIRTA, the Council is merely approving eligibility to participate in the ASSET process. This designation does not guarantee that an agency will receive funding through the ASSET process.*

The ASSET volunteers met on August 16, 2012 and recommended approving HIRTA as an ASSET agency.

**ALTERNATIVES:**

1. Approve the application from the Heart of Iowa Regional Transit Agency to participate in the ASSET process.
2. Do not approve HIRTA's application to participate in the ASSET process.

**MANAGER'S RECOMMENDED ACTION:**

The City has supported enhanced regional transportation programs for several years, and transportation is one of the City's five ASSET priorities. **Approving HIRTA as an ASSET agency does not commit the City to fund the agency's programs in the future.**

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the application from the Heart of Iowa Regional Transit Agency to participate in the ASSET process.

## CRITERIA FOR FUNDING ELIGIBILITY

Financial support through ASSET is open to **not-for-profit human service agencies** that are serving clients within the geographic area of Story County and who meet the basic eligibility criteria. **Approval of an applicant agency does not guarantee a subsequent dollar allocation.** The allocation recommendation will be made on a program-by-program basis during the annual allocation process. To be considered for financial support, agencies must comply with the following requirements and provide supporting documents to demonstrate compliance:

- A. The agency must be a non-profit corporation or chartered as a local unit of a non-profit corporation that has an IRS section 501(c)(3) status.
- B. The agency must have articles of incorporation, bylaws, or other documents, which clearly define its purposes and function.
- C. The agency must have an Equal Opportunity Policy that has been approved by its Board of Directors.
- D. The agency must have been incorporated and actively conducting business for at least one year at the time of the application.
- E. The agency must maintain in its budget and program a demarcation between any religious and other programs so that ASSET does not financially support religious purposes.
- F. The agency must demonstrate need and community support for the proposed service through letters of support, needs assessments, or other documentation.
- G. The agency shall be governed by a Board of Directors or Advisory Board who serve without compensation and who approve and oversee the implementation of the budget and policies of the agency.
- H. Agencies that offer the following services shall not be eligible for funding from ASSET Funders:
  - 1. Agencies that are primarily political in nature.
  - 2. Agencies that provide services limited to the members of a particular religious group.
  - 3. Agencies that exist solely for the presentation of cultural, artistic, or recreational programs.
  - 4. Basic educational program services considered the mandated responsibility of the public education system.

**To request consideration as an ASSET service provider, send six sets of the request, including the documentation listed above, to: ASSET, P. O. Box 1881, Ames, IA 50010**

# Application for ASSET Agency Participation

## A. Agency General Information

1. Legal name of organization \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_
2. Executive director \_\_\_\_\_
3. Date of incorporation \_\_\_\_\_ State of incorporation \_\_\_\_\_  
*Please attach letter of determination of tax-exempt status from Internal Revenue Service.*
4. Tax Identification Number \_\_\_\_\_ Your Fiscal Year \_\_\_\_\_
5. Is organization affiliated with a national and/or state organization? \_\_\_\_\_  
If so, name of national and/or state organization \_\_\_\_\_  
Explain nature of affiliation and describe national and/or state organization's control over local administration and activities \_\_\_\_\_  
\_\_\_\_\_  
Explain benefits of affiliation \_\_\_\_\_  
\_\_\_\_\_
6. What is your agency mission statement? \_\_\_\_\_  
\_\_\_\_\_
7. Governing Arrangements  
*Please attach a list of members of the governing body including names, professional affiliation, addresses, places of business.*  
How are members and composition of the governing body selected \_\_\_\_\_  
\_\_\_\_\_  
What is the governance role of the Board of Directors? \_\_\_\_\_  
\_\_\_\_\_  
How do you ensure Story County representation? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. **Membership**  
Does the organization have a membership program? \_\_\_\_\_  
If so: Membership categories and dues \_\_\_\_\_  
Membership benefits \_\_\_\_\_  
\_\_\_\_\_

**B. Agency Service Information**

1. Geographic area served \_\_\_\_\_
2. Types of services \_\_\_\_\_
3. What population do you serve? \_\_\_\_\_  
Do you offer a sliding fee scale for your services? \_\_\_\_\_
4. Other agencies in Story County that provide similar services \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Agencies in Story County with whom you collaborate \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. Agencies in Story County with whom you share referrals \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**C. Agency Accreditation and Licensing**

Is the organization accredited? \_\_\_\_\_ If so, by whom? \_\_\_\_\_

For what length of time? \_\_\_\_\_

Describe organization and staff licensing and certification requirements: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**D. Financial/Legal Information**

- Please attach 6 copies of current budget and budget for coming fiscal year, including all sources of income.
- Please attach statement of assets and liabilities and statement of income and expenses. List all sources of funds for this budget.

**E. ASSET Information**

1. Please attached a complete description of the service(s) that you provide that you will be asking for funding from ASSET. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Using the Enclosed Service Code List, please list tell us which service code your service fits into. \_\_\_\_\_

**ASSET**  
**Agency Program Outline**

**Agency Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Program Name:** \_\_\_\_\_

**Service Code:** \_\_\_\_\_

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(This completed form should be limited to one page, front and back.)

**1. Need for Service.**

- a. What community problem is the service addressing?
  
  
  
  
  
- b. How do you determine community need?
  
  
  
  
  
- c. Who is being served?
  
  
  
  
  
- d. Please explain the coordinating efforts you do with another agency offering a similar service.
  
  
  
  
  
- e. Why is it appropriate to use ASSET funds for this service?

**2. Service Availability.**

- a. How do you determine who needs this service?
  
  
  
  
  
- b. Considering the locale of the service, how are transportation and/or building accessibility addressed?

**3. Program Emphasis.**

**a. How does this service prevent, eliminate or reduce the problem? OR How does this service educate, rehabilitate or maintain a client?**

**4. Responsiveness to Need and Planning.**

**a. How is the agency responsive to changing community needs, client needs and advances in the area of service?**

**b. How does this affect long-range plans?**

**5. Board of Directors Involvement.**

**a. What role does the agency Board of Directors play in the agency? Advisory Board capacity, decision-making capacity, and/or policy-setting capacity?**

**6. Agency Administration. Please include a copy of the agency's Table of Organization.**

**a. What is the staff turnover rate? How does this affect services and how is it addressed?**

**7. Fiscal Management.**

**a. Identify other sources of income (i.e., client fees, grants, etc.) and how it is allocated to the service.**

**b. What is the agency plan to address the economic conditions in our community?**