



2020 SOCIAL SERVICES CONTRACTS BOILERPLATE CHANGES

ADD/ REMOVE/ REPLACE	OLD BOILER SECTION	PREVIOUS LANGUAGE	NEW BOILER SECTION	REVISED LANGUAGE
Replace	Through out	The City's Agreement Manager	Through out	The City's Contract Manager
Add	1.1.1	N/A	1.1.1	This Agreement entered into between the City and the Grantee is designated a Social Services [DELIVERABLE/ INTERLOCAL/ REIMBURSABLE/ PROFESSIONAL SERVICES] Agreement.
Replace	4.1.1 & 4.1.2	Sections 4.1.1 & Sections 4.1.2	4.1	Additional compensation terms are included in Exhibit B.3.
Remove	4.1.1.1	Budget Revision: The Grantee may make transfers between or among the approved budget categories with the City Agreement Manager's prior approval, provided that: i. The cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than 10% of the program period total –or– \$50,000, whichever is less; ii. the transfers will not increase or decrease the total monetary obligation of the City under this Agreement; and iii. the transfers will not change the nature, performance level, or scope of the program funded under this Agreement.	N/A	

This document is intended as a summary of the changes to the boiler for social services agreements. In the event there are errors or omissions, the signed agreement will take precedence. Additional terms and conditions may be included in an agreement based on the source of funding.

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Remove	4.1.1.2	Transfers between or among the approved budget categories in excess of 10% or more than \$50,000 will require the City Agreement Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above. i. The Grantee must submit a Budget Revision Form to the City prior to the submission of the Grantee's first monthly billing to the City following the transfer.	N/A	
Remove	4.2	4.2: Payment to the Grantee shall be due 30 calendar days following receipt by the City of Grantee's fully and accurately completed "Payment Request" and "Monthly Expenditure Report", using forms at http://www.ckodm.com/austin/ .	Exhibit B.3, Section 2	Payment to the Grantee shall be due 30 calendar days following receipt by the City of the Grantee's fully and accurately completed payment request, using the City's contract management system.
Remove	4.2	The payment request and expenditure report must be submitted to the City no later than 5:00 p.m. Central Standard Time 15 calendar days following the end of the month covered by the request and expenditure report.	Exhibit B.3, Section 2	The payment request must be submitted to the City no later than 11:59 p.m. Central Standard Time 25 calendar days following the end of the month covered by the payment request.
Replace	4.2	Examples of appropriate supporting documentation MAY include, but are not limited to:	Exhibit B.3, Section 3.2.1	Appropriate supporting documentation includes:
Replace	4.2	<ul style="list-style-type: none"> • Profit & Loss Detail report from the Grantee's financial management system • Check ledger from the Grantee's financial management system • Payroll reports and summaries, including salary allocation reports and signed timesheets • Receipts and invoices 	Exhibit B.3, Section 3.2.1	<ul style="list-style-type: none"> • Transaction Detail by Account Report from the Grantee's financial management system • Other reports that meet all of the following specifications: <ul style="list-style-type: none"> o produced from the Grantee's accounting system with no manual changes or adjustments o submitted in PDF format o includes date the report was created

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		<ul style="list-style-type: none"> Copies of checks and bank statements showing transactions as cleared 		<ul style="list-style-type: none"> o demonstrates specific expenses for which reimbursement is being requested o demonstrates that City of Austin funds are maintained in a separate numbered bank account or standalone general operating account that includes only City expenses and reimbursements.
Replace	4.91	<p>Grantee must submit a fully and accurately completed "Payment Request" and "Monthly Expenditure Report" to the City's Agreement Manager using the forms shown at http://www.ckodm.com/austin/ by the deadline outlined in Section 4.2. Grantee must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate Payment Request and Monthly Expenditure Report, the City shall process payment to the Grantee in an amount equal to the City's payment obligations, subject to deduction for an unallowable costs.</p>	4.21	<p>Grantee must submit a fully and accurately completed payment request to the City's Contract Manager using the City's contract management system by the deadline outlined in Exhibit B.3.</p>
Replace	4.92	<p>Grantee shall submit a quarterly performance report using the format and method specified by the City no later than 5:00 p.m. Central Time</p>	4.22	<p>Grantee shall submit a quarterly program performance report using the format and method specified by the City no later than 11:59 p.m. Central Standard Time</p>
Replace	4.93	<p>An annual Contract Progress Report, using the forms shown at http://www.ckodm.com/austin/, shall be completed by the Grantee and submitted to the City within 60 calendar days following the end of each Program Period identified in Section 4.1.2.</p>	4.23	<p>An annual Contract Progress Report, using the forms in the City's contract management system, shall be completed by the Grantee and submitted to the City within 45 calendar days following the end of each Program Period.</p>
Replace	4.94	<p>Contract Closeout Summary Report using the forms shown at</p>	4.24	<p>A Contract Closeout Summary Report using the forms in the City's contract management system shall be completed</p>

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		http://www.ckodm.com/austin/ shall be completed		
Replace	4.95	Grantee shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at http://www.ckodm.com/austin/ , and required AFR Attachments ... annual financial audit report or financial review report as outlined in Section 4.12.4	4.25	Grantee shall provide the City with a copy of the completed Agency Administration Profile (AAP) using the forms in the City's contract management system, and required AAP Attachments, ... financial audit report or financial review report as outlined in Section 4.5.4.
Add	N/A		4.2.5.1	Governmental Entities are not required to submit an Agency Administration Profile to the City under this Agreement.
Add	4.10.1	Grantee shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request.	4.3.1	Grantee shall maintain written policies and procedures aligned with best practices and approved by its governing body and shall make copies of all policies and procedures available to the City upon request.
Replace	4.12.3	Grantee shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.	4.5.1	Grantee shall annually contract with an independent auditor utilizing a Letter of Engagement to complete either a full financial audit or financial review. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.
Add	N/A		4.5.1.1	Governmental Entities are not required to submit a financial audit to the City under this Agreement.
Replace	4.12.4	Grantee must submit 1 Board-approved, bound hard copy of a complete financial audit report or financial review report, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Grantee's fiscal year, unless alternative	4.5.4	Grantee shall submit a complete financial audit report or financial review which has been presented and accepted by the Board of Directors, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Grantee's fiscal year, unless alternative

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		arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor. Grantee may not submit electronic copies of financial audit reports or financial review reports to the City. Financial audit reports or financial review reports must be provided in hard copy, and either mailed or hand-delivered to the City.		arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor.
Replace	4.12.6	The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review report to the Grantee's Board of Directors or a committee of the Board. Grantee's Board Chair must submit a signed and dated copy of the APH Board Certification form to the City as verification. A signed and dated copy of the APH Board Certification form will be due to the City with the financial audit report/financial review report. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.	4.5.5	Grantee shall submit an APH Board Certification Form that was signed and dated by the Grantee's Board Chair. The APH Board Certification Form confirms that the independent auditor presented the financial audit or financial review to the Grantee's Board or committee of the Board and that it was accepted by the Grantee's Board of Directors or a committee of the Board. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.

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Remove	4.12.5	<p>The City will contact the independent auditor to verify:</p> <ul style="list-style-type: none"> i. That the auditor completed the financial audit report/financial review report received from the Grantee; ii. That the auditor presented the financial audit report/financial review report to the Grantee’s Board of Directors or a committee of the Board, and; iii. The date the financial audit report/financial review report was presented to the Grantee’s Board of Directors or a committee of the Board. 		
Replace	4.13	Ownership of Property	Exhibit B.3 Section 11	<p>Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Agreement and in accordance with the provisions of the Agreement, purchased with City funds shall convey to the Grantee 2 years after purchase, unless notified by the City in writing.</p> <p>11.1.1 If the services funded by this Agreement are provided in a facility owned by the City or leased from the Travis County, , ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Agreement shall remain with the City.</p> <p>11.2 Written notification must be given to the City within 5 calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than 1 year and an acquisition cost, including freight, of over \$5,000) in order for the City to effect identification and recording for inventory purposes. Grantee shall maintain adequate accountability and control over</p>

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				<p>such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the Annual Agreement Progress Report, due as indicated in Section 4.2.3 of the Agreement, as well as in the Agreement Closeout Summary Report, as indicated in Section 4.2.4 of the Agreement.</p> <p>11.3 In the event Grantee's services are retained under a subsequent agreement, and should Grantee satisfactorily perform its obligations under this Agreement, Grantee shall be able to retain possession of non-expendable property purchased under this Agreement for the duration of the subsequent agreement.</p>
Add	N/A		6.1.2.2 b	If Grantee does not own any vehicles, a signed "Hired & Non-Owned Auto" Statement may be provided in conjunction with evidence of non-owned and hired Business Automobile Liability Insurance coverage.
Add	6.1.2.3	Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401).	6.1.2.3	Worker's Compensation and Employers' Liability Insurance. Coverage is required of Grantees providing services on City owned or leased property, and shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401).
Add			8.1.1	In accordance with the Grantee's personnel and records retention policies, the Grantee shall retain documentation that a criminal background check was completed.
Add	8.2	Compliance with Health, Safety, and Environmental Regulations. The Grantee, its Subgrantees, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and	8.2	Compliance with Health, Safety, and Environmental Regulations. The Grantee, its Subgrantees, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and

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		environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA).		regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA), and those found in the Clean Air Act (42 U.S.C. 7401–7671q), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387), and the Energy Policy and Conservation Act (42 U.S.C. 6201).
Replace	8.6	Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City’s Agreement Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document.	8.6	Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City’s Contract Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual AAP Documentation
Replace	8.7	To the City: City of Austin Austin Public Health Administrative Services Division ATTN: Kymberley Maddox, Assistant Director 7201 Levander Loop, Bldg E Austin, TX 78702	8.7	To the City: City of Austin Austin Public Health Health Equity and Community Engagement Division ATTN: Adrienne Sturup, Assistant Director 7201 Levander Loop, Bldg E Austin, TX 78702
Remove	8.7	ATTN: Stephanie Hayden, Acting Director	8.7	ATTN: Stephanie Hayden, Director

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Replace	8.20	[Reserved]	8.20	<p>(If Applicable) The City's Living Wage Program applies to City expenditure and revenue generating non-construction contracts where all of the following apply:</p> <ul style="list-style-type: none"> -Contract is predominantly for non-construction services performed on city property or on city vehicles; -Contract results from a formal competitive solicitation, procedurally compliant with section 252.021 of the Texas Local Government Code; -Contract requires authorization by City Council in accordance with Article VII, Finance, Section 15 (Purchase Procedure) of the City Charter; and -Directly assigned Contractor Employees of the Prime Contractor and all tiers of subcontracting <p>8.20.1 The Grantee shall maintain throughout the term of the agreement basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA)</p> <p>8.20.2 The Grantee shall provide the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the Agreement. The City reserves the right to request individual Employee Certifications at</p>

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				<p>any time during the Agreement term. Employee Certifications should be signed by each employee directly assigned to the Agreement. The Employee Certification form is available on-line at: https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.</p> <p>8.20.3 Grantee shall submit employee certifications annually on the anniversary date of Agreement award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the Agreement. The Employee Certification Forms shall be submitted for employees added to the Agreement and/or to report any employee changes as they occur.</p> <p>8.20.4 The Department's Contract Manager will periodically review the employee data submitted by the Grantee to verify compliance with this living wage provision. The City retains the right to review employee records required in paragraph 8.20.1 above to verify compliance with this provision.</p>
Add	N/A		8.31	<p>This Contract, together with the below Exhibits, and any addenda and amendments thereto constitute the entire agreement between the parties, and this Contract shall not be modified, amended, altered or changes except with the written consent of the parties.</p>
Add	N/A		Definitions	<p>Agreement/Contract - General terms for a legally-binding undertaking between two parties that describes the terms, conditions, and specifications of</p>

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				<p>the obligations, relationships, and responsibilities between them, and any related addenda and amendments. City of Austin Social Services Contracts are considered to be grant agreements, but commonly referred to as contracts. The terms are interchangeable throughout this agreement.</p> <p>Deliverable Agreement - An Agreement where an agency is reimbursed for a report or product that must be delivered to the City by the grantee (or by the Subgrantee to the Grantee) to satisfy contractual requirements. It can include goods or finished works, documentation of services provided or activities undertaken, and/or other related documentation.</p> <p>Exhibit - An attachment to the agreement that is either programmatic (Program Exhibit) or contains additional terms and conditions (Standard Exhibit). Program Exhibits provide the detailed information for the program the City is funding through the Agreement.</p> <p>Governmental Entity - An organization that is a unit of government, institution of higher education, or local taxing authority, such as a school district. Also includes quasi-governmental organizations, such as a local mental health authority.</p> <p>Grantee - A vendor agency that has entered into a Social Services grant agreement with the City to provide social services to the community.</p>

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				<p>Interlocal Agreement - An agreement between the City and other governmental entities, such as a county, municipality, state agency, university/college, junior college district, school district, special district or local mental health authority for goods or services, pursuant to Chapter 791 of the Texas Government Code, also known as an Interlocal Cooperation Act.</p> <p>Professional Services Agreement - An Agreement with an agency or individual to provide personal, professional or planning services; commonly used for consultation or program evaluation services.</p> <p>Reimbursable Agreement - An Agreement where an agency is reimbursed for expenses incurred and paid through the provision of adequate supporting documentation that verifies the expenses.</p> <p>Subgrantee - An agency that has entered into a subagreement with a Grantee to provide direct client services under a Social Services Agreement, who is paid with City funds by the Grantee, and who must report program performance information to the Grantee for individuals served who are not existing clients of the Grantee for the contracted program. The Subgrantee is subject to the same terms and conditions in the Grantee's Social Services Agreement with the City.</p>
Add	N/A		Exhibits	B.3 Compensation Terms

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Add	N/A		Exhibit B.3, Section 1	Program Work Statement (Deliverables), as applicable.
Add	N/a		Exhibit B.3, Section 3.3.1	FOR DELIVERABLE AGREEMENTS: Grantee must provide the City with supporting documentation as described in Exhibit A.1, Program Work Statement (Deliverables) for each monthly Payment Request where an agreement deliverable is being submitted.