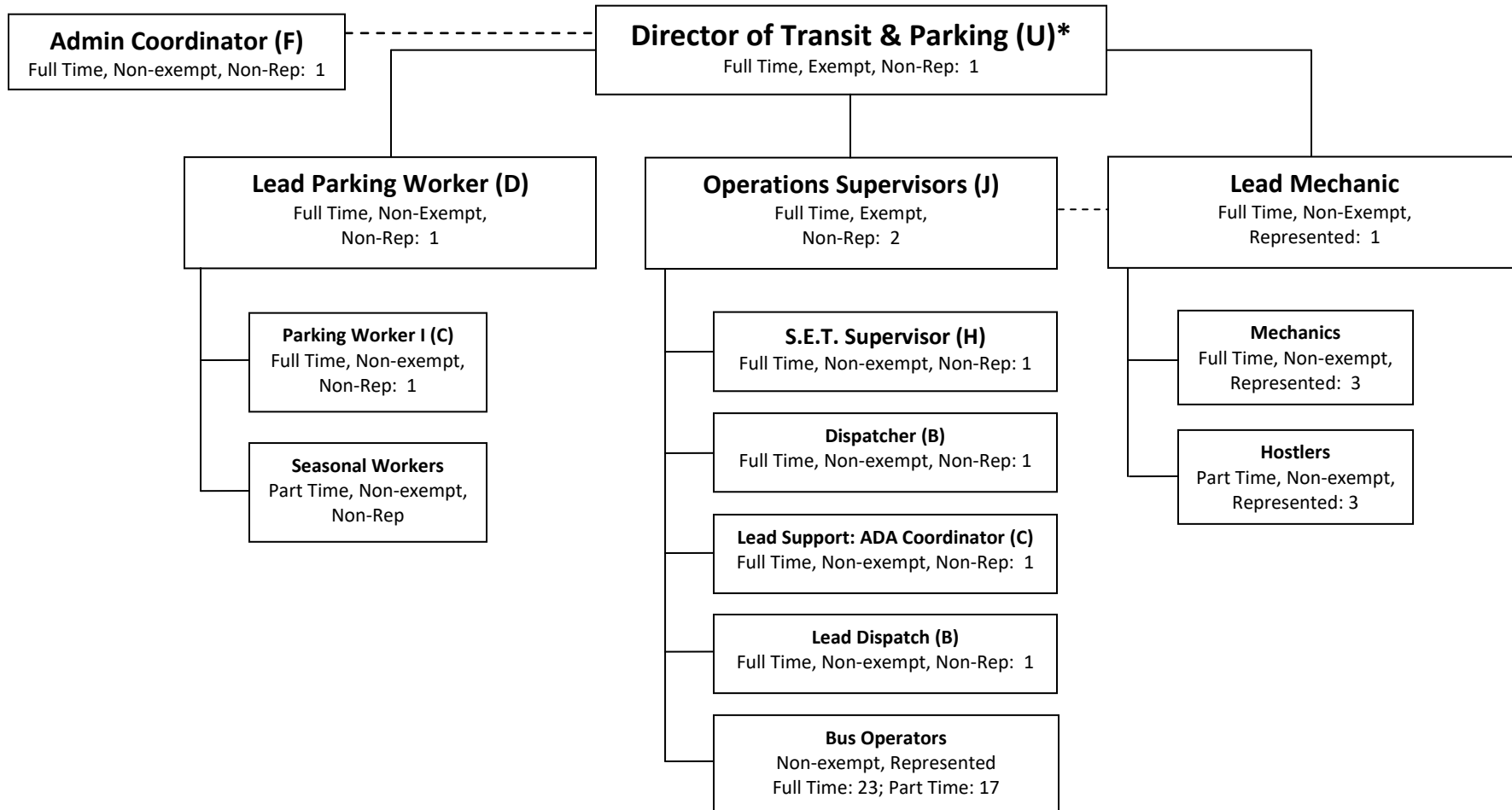


*****ATTACHMENTS*****

Transit & Parking Utility Table of Organization (TOC)

City of Sheboygan



*Also serves as the organization's Chief Executive Officer, Title VI Officer, Equal Employment Officer, Transit Asset Management Plan Officer, Complaints Resolution Officer, ADA Officer and DBE Liaison Officer. These positions are in accordance with FTA regulations and requirements.

Updated November 25, 2019



CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 3.1 Transit & Parking Utility Table of Organization

REPORT PREPARED BY: Derek Muench, Director of Transit & Parking

REPORT DATE: 12/17/19

MEETING DATE: 12/17/19

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Shoreline Metro maintains a Table of Organization for the department. The table identifies the positions and the human assets filling those positions within the Transit and Parking Utilities.

STAFF COMMENTS:

The Table of Organization has been revised to include all the required position titles associated with key personnel including the director position in conjunction with requirements and mandates by the Federal Transit Administration (FTA).

ACTION REQUESTED:

Motion to approve the Table of Organization for the Transit and Parking Utilities and place on file.

ATTACHMENTS:

- I. Transit and Parking Utilities Table of Organization;



Policies & Procedures for FTA Related Procurements

As originally adopted by the Transit Commission on December 17, 2019

HISTORY:

Original Draft: May 2014

1st Update: June 2014

2nd Update: July 2014

3rd Update: November 2016

Latest Edition: December 2019

TABLE OF CONTENTS

Policies and Procedures for FTA Related Procurement 4

Procurement Team..... 4

Written Record of Procurement History 4

Procurement Documentation Files 4

Contract Administration File 5

Awards to Responsible Contractors/SAM 5

Methods of Solicitation and Selection 5

Petty Cash Purchases 5

Micro-Purchases..... 6

Small Purchases 6

Sealed Bids/Invitation For Bid (IFB)..... 6

Competitive Proposal/Request for Proposals (RFP) 7

Architectural and Engineering Services 8

National Intelligent Transportation Systems Architecture and Standards 8

Noncompetitive Proposals (Sole Source) 8

Best Value 9

The Traditional Construction Process – Design/Bid/Build 9

Protest Procedures 9

Hearing Procedure 10

Costing and Pricing 10

Ensuring Most Efficient and Economic Purchase 10

Independent Cost Estimates 10

Federal Cost Principles 11

Cost Plus Percentage of Cost Prohibited 11

Full and Open Competition 11

Bonding Requirements..... 12

Brand Name or Equals 12

Conflicts of Interest 13

Geographic Preferences..... 13

Written Selection Procedures..... 13

Prequalification of Bidders..... 13

Advertising and Publicizing Solicitation 13

Contractor Information Form..... 14

Pre-Bid and Pre-Proposal Conferences 14

Evaluations of Bid Alternatives 14

Exercise of Bid Alternates..... 14

Types of Contracts..... 15

General..... 15

Fixed Price v. Cost Reimbursement 15

Fixed-Price Contracts 15

Cost-reimbursement Contracts 15

Time and Materials Contracts..... 15

Labor/Hour Contracts 16

Cost Plus Percentage of Cost Contracts (CPPC)..... 16

Out of Scope Changes 16

Contract Term Limitation16
Revenue Contracts16
Tag-ons.....16
Piggybacking.....16
E-Commerce17
Payments.....17
Advance Payments.....17
Progress Payments.....17
Contract Provisions17
Liquidated Damages Provisions17
Architectural and Engineering Service Conflicts of Interest.....17
Flowdown of FTA Clauses.....18
Buy America18
Lobbying.....18

ATTACHMENTS

CONTRACT / PURCHASE ORDER FILE INDEX (For Sealed Bids Only).....20
CONTRACT / PURCHASE ORDER FILE INDEX (For RFPs Only)23
RESPONSIBILITY DETERMINATION FORM26
METHOD OF PROCUREMENT DECISION MATRIX FORM27
BID CHECKLIST FORM.....28
BID COST FACTORS FORM.....29
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM30
COST AND PRICE ANALYSIS FORM31
DISCLOSURE STATEMENT32
FTA CONTRACT CLAUSES33
SOLE SOURCE COST ANALYSIS FORM35
BID SUMMARY FORM36
AWARD RECOMMENDATION & JUSTIFICATION FORM37
PRICE / RATE QUOTATION FORM38
BUY AMERICA CERTIFICATIONS39
LOBBYING CERTIFICATION41
CONTRACTOR INFORMATION FORM.....42
WRITTEN PROTEST PROCEDURES43

Policies & Procedures for FTA Related Procurement

This document has been prepared in accordance with the Federal Transit Administration's (FTA) procurement policies. Please reference the FTA's Master Agreement for changes, assistance, and clarification. The Master Agreement contains standard terms and conditions governing the administration of a project supported with Federal assistance awarded by the Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Recipient, or supported through a loan, loan guarantee, or line of credit provided by FTA. Also, please refer to The FTA's Best Practices Procurement Manual for procurement assistance, contract clauses and provisions.

Procurement Team

Shoreline Metro's procurement team consists of the Director of Transit & Parking and the City of Sheboygan's Purchasing Agent with additional assistance provided by Shoreline Metro's Lead Mechanic. Where applicable, FTA and/or State DOT oversight may be requested or required. Both individuals are employees of the City of Sheboygan, the direct recipient of FTA funds. The City of Sheboygan will ensure full and open competition in all procurement transactions.

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Written Record of Procurement History

The Purchasing Agent shall maintain records detailing the history of all FTA associated procurements. These records shall be placed in the master file and include:

- The rationale for the method of procurement (See - Decision Matrix);
- Selection of contract type;
- Reasons for contractor selection or rejection; and
- The basis for the contract price.

Procurement Documentation Files

Where appropriate, the file contains:

- Purchase request, acquisition planning information, and other pre-solicitation documents
- Evidence of availability of funds
- Rationale for the method of procurement (negotiations, formal advertising)
- List of sources solicited
- Independent cost estimate
- Description of work/scope of services
- Copies of published notices of proposed contract action
- Copy of the solicitation, all addenda, and all amendments
- Liquidated damages determination
- An abstract of each offer or quote
- Contractor's contingent fee representation and other certifications and representations
- Source selection documentation if applicable
- Contracting Officer's determination of contractor responsiveness and responsibility
- Cost or pricing data

- Determination that price is fair and reasonable including an analysis of the cost and price data, required internal approvals for award
- Purchase Requisition indicating availability of funding
- Notice of award
- Notice to unsuccessful bidders or offerors and record of any debriefing,
- Record of any protest
- Bid, Performance, Payment, or other bond documents, and notices to sureties
- Required insurance documents, and
- Notice to proceed

Contract Administration File

Where appropriate, the file contains:

- Purchasing Department Tracking Sheet
- Executed contract and notice of award
- Bond-related documents
- Insurance documentation
- Post-award correspondence
- Notice to proceed
- Approvals or disapprovals of waivers and deviations
- Evaluation of contractor performance
- Modifications and changes in the terms or conditions of the contract, including a rationale for the change, determinations regarding their scope, and cost/price analysis of any price increases or decreases.

In order to ensure a sound and complete agreement, the Purchasing Agent will ensure the *Contract/Purchase Order File Index* is accurate, complete, and included in the master file. (Attachment 1.)

Awards to Responsible Contractors

The City shall make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed agreement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. The Federal debarred and suspended list will also be checked when using FTA funding. The City will conduct a System Award Management (SAM) check prior to awarding any contract especially those using FTA funding.

A *Responsibility Determination Form* will be completed prior to the issuance of an award. (Attachment 2.)

Methods of Solicitation and Selection

The methods of solicitation and selection allowed within the Federal contractual sphere are listed in § 9 of FTA Circular 4420.1E. Types of chooses are:

- micro purchases only for contract amounts less than \$5,000;
- small purchase procedures only for contract amounts less than the simplified acquisition threshold (currently \$25,000);
- sealed bids where
 - you have a complete, adequate, and realistic specification or purchase description
 - two or more responsible bidders are willing and able to compete

- ° the procurement lends itself to a firm fixed price contract and the selection can be made primarily on the basis of price
- ° no discussion with bidders is needed after receipt of offers;
- competitive proposals; or
- noncompetitive proposals (sole source) procurement only if you can justify not soliciting additional competition in the manner explicitly defined in FTA Circular 4420.1E §9f.
- best value for contracts which indicate that the best value or the proposal which offers the greatest business value based upon an analysis of a tradeoff of qualitative technical factors and price/cost to derive which proposals represents the “best value” to the City’s procurement.

Shoreline Metro must submit the attached *Method of Procurement Decision Matrix Form* to the Purchasing Agent to begin new procurement actions. The Decision Matrix will be placed in the master file (Attachment 3). See Section Best Practices Procurement Manual § 1.3.2, "Federal Contractual Sphere."

Petty Cash Purchases

The purchase of small-dollar value non-inventory items, usually \$25.00 or less, may be accomplished using the petty cash account. The petty cash account is intended to satisfy immediate small dollar needs. All petty cash expenditures must be approved by the authorized individual and supported by appropriately detailed receipts.

Micro-Purchases

Procurement by micro-purchases is those purchases under \$5,000. Purchases below that threshold may be made without obtaining competitive quotations if the grantee determines that the price is fair and reasonable. Such purchases are exempt from Buy America requirements. There should be equitable distribution among qualified suppliers, and no splitting of procurements to avoid competition. The Davis-Bacon Act applies to construction contracts over \$2,000.

Minimum documentation required: A determination that the price is fair and reasonable and how this determination was derived must be submitted to the Purchasing Agent prior to the issuance of an award. This determination shall be placed in the master file. Please use the *Price and Cost Analysis Form* (Attachment 7).

Small Purchases

Small purchase procedures are to be used if the services, supplies, or other property cost between \$5,000 and \$25,000. If small purchases procedures are used, price or rate quotations shall be obtained from at least three qualified sources and submitted to the Purchasing Agent prior to the issuance of an award. These price or rate quotations shall be placed in the master file. Please use the *Price / Rate Quotation Form* (Attachment 13).

Sealed Bids/Invitation for Bid (IFB)

Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.

Note: Sealed bids are evaluated by Shoreline Metro for compliance with bid specifications, responsible and responsive bidders, verification of pricing, fund availability, etc. Shoreline Metro transmits an award recommendation to the Purchasing Department, which conditionally awards a contract.

In order for sealed bidding to be feasible, the following conditions should be present:

- a. A complete, adequate, and realistic specification or purchase description is available;

- b. Two or more responsible bidders are willing and able to compete effectively for the business;
 - c. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
 - d. No discussion with bidders is needed.
- (1) If this procurement method is used, the following requirements apply:
- a. The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time to prepare bids prior to the date set for opening the bids;
 - b. The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services sought in order for the bidder to properly respond;
 - c. All bids will be publicly opened at the time and place prescribed in the invitation for bids;
 - d. The *Bid Summary Sheet*, *Bid Checklist*, and *Bid Cost Factors Forms* (Attachments 11, 4 & 5) will be completed by Shoreline Metro and forwarded to the Purchasing Agent for review - to be placed in the master file;
 - e. A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. When specified in bidding documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest;
- (2) Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (3) The Purchasing Agent may reject any or all bids, or Shoreline Metro requesting the procurement action, if there is a sound documented business reason. The Purchasing Agent or procuring department rejecting lower bids than the bid being accepted for award must provide a detailed written Determination of Findings outlining the reasons for rejection to the Purchasing Agent for inclusion in the master file.
- (4) The sealed bid method is the preferred method for procuring construction if the conditions in paragraph (1) above apply.

In determining which proposals is most advantageous, grantees may award (if consistent with State law) to the proposer whose proposals offer the greatest business value to the Agency based upon an analysis of a tradeoff of qualitative technical factors and price/cost to derive which proposal represents the “best value” to the Procuring Agency as defined in Section 6, Definitions. If the grantee elects to use the best value selection method as the basis for award, however, the solicitation must contain language which establishes that an award will be made on a “best value” basis.

Competitive Proposal/Request for Proposals (RFP)

The competitive proposal method of procurement is normally conducted with more than one source submitting an offer or proposal. Either a fixed price or cost reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids (i.e. when descriptions of experience, education, expertise, availability of services, etc, are necessary for evaluation). If this procurement method is used the following requirements apply:

- (1) Requests for proposals will be publicized.
- (2) All evaluation factors will be identified and included along with their relative importance in the RFP. If scores are based on a uniform scale (i.e. 1-10, or 1-100), it is best to define in advance levels of compliance, skills, or proximity to the ideal that each step of the scale represents. (i.e. a bachelor’s degree is worth 25 points, a master’s degree is worth 50 points, and a doctorate is worth 100 points)
- (3) Proposals will be solicited from an adequate number of qualified sources.

(4) Departments must have a written method in place for conducting technical evaluations of the proposals received and for selecting awardees. This documentation must be submitted to the Purchasing Agent for approval and inclusion in the master file.

(5) Awards will be made to the responsible firm whose proposal is most advantageous to the grantee's program with price and other factors considered. Other factors may include labor rates, specifications, labor hours, and delivery schedule. Documentation of the award justification should clearly identify key determination factors. Please use the Award Justification Form (Attachment 12)

Architectural and Engineering Services (A&E)

Shoreline Metro will use competitive proposal procedures based on the Brooks Act, paragraph 9-5e, when contracting for A&E services as defined in 40 U.S.C. §541 and 40 U.S.C. §5325(d).. The Brooks Act is federal policy relating to the selection of a firm's individuals to perform architectural, engineering, and related services. Other types of services considered A&E services include program management, construction management, feasibility studies, preliminary engineering, design, surveying, mapping, and services which require performance by a registered or licensed architect or engineer.

The Brooks Act requires that:

- (1) An offeror's qualifications are evaluated;
- (2) Price must be **excluded** as an evaluation factor;
- (3) Negotiations be conducted with only the most qualified offeror; and
- (4) Failing agreement on price, negotiations with the next most qualified offeror be conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable to the grantee. This "qualifications based procurement method" can only be used for the procurement of A&E services. This method of procurement cannot be used to obtain other types of services even though a firm that provides A&E services is also a potential source to perform other types of services.

National Intelligent Transportation Systems Architecture and Standards

When requesting services for transportation system architecture, the City must ensure all offerors/bidders agree to conform, to the extent applicable, to the Intelligent Transportation System Architecture and Standards under the FHWA final rule, and with FTA Notice, "FTA National (ITS) Architecture Policy on Transit Projects and other subsequent Federal directives that may be issued.

Noncompetitive Proposals (Sole Source)

Sole Source procurements are accomplished through solicitation or acceptance of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate. A contract amendment or change order that is not within the scope of the original contract is considered a sole source procurement that must comply with this subparagraph.

- (1) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and **at least one** of the following circumstances applies:
 - (a) The item is available only from a single source;
 - (b) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - (c) FTA authorizes noncompetitive negotiations;
 - (d) After solicitation of a number of sources, competition determined inadequate; or

(e) The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the item to be replaced. The grantee must first certify in writing to FTA: (i) that such manufacturer or supplier is the only source for such item; and (ii) that the price of such item is no higher than the price paid for such item by like customers.

(2) A cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit, is required.

Best Value

Best Value is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and /or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous and of the greatest value to the City.

The Traditional Construction Process - Design/Bid/Build

It has been traditional in the construction industry to employ an *architect/engineer (A/E)* to complete a detailed design of the entire project before soliciting bids from construction contractors. This traditional approach is known as *sequential design and construction*. This sequential design/construction approach requires that a detailed design package of the entire project be complete before bids are solicited from construction contractors. Following award of the construction contract, the A/E is often retained by the owner for the construction phase, and acts as the owner's agent, to inspect the construction work to ensure that the structures are built according to the designs and specifications.

Advantages - A major advantage of the sequential design and construction approach is that complex or one-of-a-kind projects can be thoroughly planned and thought through before construction begins. The traditional approach thus produces, in the design phase of the project, the most accurate estimate of final project costs, and this is an advantage of the traditional technique. If problems are encountered with design aspects for the latter stages of the project, the earlier design features or phases can be modified before any construction work has been done, thus avoiding construction contractor claims and delays. Another advantage is that the Agency is given a fixed price for completion of the entire project before construction begins. There may also be advantages in obtaining the necessary financing and project approvals. Overall management of the project should also be simplified by this approach.

Disadvantages - *Sequential design and construction* requires a longer time to complete the project than *phased design and construction ("fast tracking")*. And since time pressures are often the most intense issues confronting the Agency, the sequential method may not be feasible. Alternative contracting approaches have arisen to shorten the project completion time. These include *phased design and construction ("fast tracking")*, which often involves the use of a *construction manager*, and *turnkey (design-build)* contracting.

The *Noncompetitive Procurement Justification Form* and the *Sole Source Cost Analysis Form* (Attachments 6 & 10) must be completed submitted to the Purchasing Agent prior to proceeding with this type of procurement.

Protest Procedures

1. The procedures established hereunder shall be available to contractors for the purpose of handling and resolving disputes relating to procurements hereunder. A protestor must exhaust all administrative remedies hereunder before pursuing a protest in any court of law. Where applicable, any information received under such procedures shall be disclosed to the Federal Transit Authority (“FTA”) and a protestor must exhaust all administrative remedies before pursuing a protest with the FTA.
2. The term “contractor” means any person, firm, or corporation, which has contracted or seeks to contract (bidder or proposer) with the City of Sheboygan.
3. The term “hearing officer” shall mean a person, appointed by the Mayor, to hear and decide allegations made by any contractor relating to procurements hereunder.

Hearing Procedure

1. Any contractor may file a written protest of the procurement procedures involved herein, with the City’s Purchasing Agent, within ten (10) days of the date of the City’s Decision regarding a selection of a contractor with respect to a Bid/RFP/RFQ.
2. A hearing shall be conducted in accordance with C.G.S. Section 4-176e through 4-18a, as amended, which are incorporated herein. The hearing officer shall issue a written decision within ninety (90) days of the last date of such hearing and state in the decision the reasons for the action taken.
3. Where applicable, review of protests by FTA will be limited to the City’s failure to have or follow its procedures, or its failure to review a complaint or protest. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protestor knew or should have known of the violation.

Include the language contained in Attachment 18 in all Bids/RFP/RFQ.

Costing and Pricing

Ensuring Most Efficient and Economic Purchase

Shoreline Metro, during their annual budget process, should determine the procurement actions necessary to sustain their operations through the fiscal year. A list of these procurement actions should be forwarded to the Finance Department annually.

Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase and to avoid purchase of unnecessary or duplicative items. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach. The City considers various procurement sources to ensure economical purchases including, but not limited to the State of Wisconsin DOT and any municipal cooperatives.

Independent Cost Estimates

Shoreline Metro will perform a cost or price analysis in connection with every procurement action, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation (FTA Circular 4420.1E Sec.10). Departments must make independent estimates before receiving bids or proposals. These estimates may be obtained from published competitive prices, results of competitive procurements, historical prices and trends, or by Purchasing Department estimates or outside estimators.

The *Cost and Price Analysis Form* must be submitted to the Purchasing Agent prior to issuing any solicitation. (Attachment 7)

1. Cost Analysis

- a. A cost analysis must be performed when the offeror is required to submit the elements (i.e., Labor Hours, Overhead, Materials, etc.) of the estimated cost, e.g., under professional consulting and architectural and engineering services contracts.
- b. A cost analysis will be necessary when adequate price competition is lacking and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or on the basis of prices set by law or regulation.

2. Price Analysis

- a. A price analysis may be used in all other instances to determine the reasonableness of the proposed contract price.

3. Profit

- a. The City will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed.
- b. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Federal Cost Principles

Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles. The Purchasing Agent may reference their own cost principles that comply with applicable Federal cost principles.

Cost-Plus Percentage of Cost Prohibited

The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

Full and Open Competition

The principle of full and open competition has one primary and two secondary purposes. The primary purpose is to obtain the best quality and service at minimum cost, in other words to get the best buy. The secondary purposes are to guard against favoritism and profiteering at public expense and to provide equal opportunities to participate in public business to every potential offeror.

The City will conduct all procurement in a manner providing full and open competition. This policy assures that all responsible bidders are permitted to compete for the procurement. In the case of sole or single source procurement, justification for use of the source must be documented on the *Noncompetitive Procurement Justification Form* (Attachment 6). Also see Sole Source Contracting Section.

Contracts with a value of more than \$100,000 shall be awarded by sealed bid or by the competitive and noncompetitive proposal process unless there is an explicit exception (FTA Circular 4220.1E §9, 49 CFR). The City will refrain from the following practices, which are deemed restrictive of competition:

- a. Unreasonable requirements placed on firms in order for them to qualify to do business;

- b. Unnecessary experience and excessive bonding requirements;
- c. Noncompetitive pricing practices between firms or between affiliated companies;
- d. Noncompetitive awards to any person or firm on retainer contracts;
- e. Organizational conflicts of interest;
- f. Restrictive use of brand names;
- g. Any arbitrary action in the procurement process; and
- h. Geographic preferences. (Geographic preference is permitted in certain narrow situations, including principally where part of a legal licensing requirement and for architects and engineers; FTA Circular 4220.1E, §8.b.

All departments must submit all required forms to the Purchasing Agent prior to issuance of an award letter.

Bonding Requirements

For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the grantee, provided FTA determined that the policy and requirements adequately protect the Federal interest. FTA has determined that grantee policies and requirements that meet the following minimum criteria adequately protect the Federal interest. Please refer to the FTA Bonding Requirements paragraph 11, as cited below.

- a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified;
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract; and
- c. A payment bond on the part of the contractor. A payment bond is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts determined to adequately protect the federal interest are as follows:
 - (1) Fifty percent of the contract price if the contract price is not more than \$1 million;
 - (2) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (3) Two and a half million dollars if the contract price is more than \$5 million.
- d. A Grantee may seek FTA approval of its bonding policy and requirements if they do not comply with these criteria.

Brand Name or Equals

Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not contain features unduly restricting competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used.

Shoreline Metro will use a "brand name or equal" description only when it cannot provide an adequate specification or more detailed description, without performing an inspection and analysis, in time for the acquisition under consideration. Further, a department wishing to use "brand name or equal" must carefully identify its minimum needs and clearly set forth those salient physical and functional characteristics of the brand name product in the solicitation.

Conflicts of Interest

The City's Code of Ethics covers standards of conduct and conflict of interest issues. In addition, employees, officers, board members, or agents of the City of Sheboygan are prohibited from participating in the selection, award, or administration of contracts or sub-agreements supported by federal funds if a real or apparent conflict of interest exists. To that end, any of the above mentioned persons must submit a *City of Sheboygan Disclosure Statement* to the Human Resources Department on an annual basis. Attachment 8

The following language must be included in all RFPs for design and evaluation services covered under this section. This statement prohibits contractors from bidding on follow-up (add on) construction work resulting from the design.

“In order to prevent real or apparent conflicts of interest, the City prohibits contractors that have participated in FTA-funded design or evaluation services from bidding on any resulting construction work, services, or capital equipment purchases. All specifications prepared by design consultants must be written in such a manner that any reasonable, competent contractor could understand the requirement and perform the work”

Geographic Preferences

The City will conduct procurements in a manner that prohibits the use of statutory or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws. However, geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services, provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Written Selection Procedures

To ensure all procurements are awarded in a fair and equitable manner, all solicitations shall:

- a. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use.
- b. Identify all requirements that offerors must fulfill and all other factors to be used in evaluating bids or proposals.

Evaluators and reviewers must follow the established criteria when rating the proposals.

Prequalification of Bidders

The procuring department shall ensure that all lists of prequalified persons, firms, or products that are used in acquiring goods and services are current and include enough qualified sources to ensure maximum full and

open competition. In addition, the City shall not preclude potential bidders from qualifying during the solicitation period, which is from issuance of the solicitation to its closing date.

Advertising and Publicizing Solicitation

IFBs and RFPs must be publicly advertised and publicized (respectively) at least fourteen (14) days prior to the solicitation's due date. A longer time period is suggested for larger, more complex procurements. Outreach efforts must be made using diverse resources such as the Internet and mailing lists coupled with widely circulated publications.

IFBs must be issued with sufficient time to prepare bids prior to the date set for opening the bids. Further, the invitation for bids will include any specifications and pertinent attachments and shall properly define the items or services sought in order for the bidder to properly respond. RFPs must identify all evaluation factors along with their relative importance (while the IFB requirements of § 9.c.(2) are good practices for both IFBs and RFPs, the evaluation criteria requirement of § 9.d.(1) is relevant only to RFPs and is discussed in Section 4.5.1, "Solicitation & Receipt of Proposals".) The Purchasing Agent shall place copies of all advertising and publicized solicitation material in the related master file.

Contractor Information Form

In accordance with 40 CFR §26.11, Shoreline Metro shall collect information on the availability of Disadvantaged Business Enterprise (DBE) contractors that seek to work on federally assisted contracts. Each contractor responding to such a solicitation shall complete the Contractor's Information Form, providing the following data on each contractor and subcontractor:

- a. Firm name;
- b. Firm address;
- c. Firm's status as a DBE or non-DBE;
- d. Age of the firm; and
- e. Annual gross receipts of the firm.

Pre-Bid and Pre-Proposal Conferences

Pre-bid and pre-proposal conferences are generally used in complex acquisitions as a means of briefing prospective offerors and explaining complicated specifications and requirements to them as early as possible after the solicitation has been issued and before offers are received. This is also an open forum for potential respondents to address ambiguities in the solicitation documents that may require clarification. Notice of the conference is included in the solicitation at the time of issuance.

Evaluations of Bid Alternates

When bid alternates are included in a bid or proposal document, these alternates must be evaluated as part of the overall bid. This evaluation must be in a written narrative detailing the contract award and takes the alternate into account in reaching a procurement decision. This evaluation must be submitted to the Purchasing Agent prior to proceeding with the procurement.

Exercise of Bid Alternates

Bid Alternates may not be exercised unless it is in accordance with the terms and conditions stated in the initial contract. In addition, the requesting department must have made a determination that the alternate price is better than the market price or that the option price is more advantageous. Full written documentation supporting this determination must be submitted to the Purchasing Agent.

Types of Contracts

General

All FTA related procurements must use the *Contract/Purchase Order File Index Forms* as provided in the appendix. These checklists will be used by the Purchasing Agent to ensure contract clauses and federal flow down language are included in each contract as required.

Fixed Price v. Cost Reimbursement

Procurement by the Sealed Bid/Invitation for Bids (IFB) method when certain conditions are present. Among those listed is the condition that:

- a. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
- b. Paragraph 9.d of FTA Circular 4420.1E authorizes procurement by the Competitive Proposal/Request for Proposals (RFP) method and either a fixed price or cost reimbursement type contract may be awarded.
- c. Paragraph 7.i of FTA Circular 4420.1E requires that departments must document their reasons for selecting the contract type as a part of the written record of procurement history.
- d. Paragraph 10.e of FTA Circular 4420.1E prohibits the cost plus a percentage of cost method of contracting.

There are two broad categories of contract types: fixed-price contracts and cost-reimbursement contracts. Within these two families of contract types there are a number of subtypes offering differing degrees of incentives. At the extremes are the firm-fixed-price contract, in which the contractor has complete responsibility for the costs of performance and the resulting profit or loss, and the cost-plus-fixed-fee contract, in which the contractor has virtually no risk for performance costs and the fee (profit) is fixed. Between these two extremes are the various incentive-type contracts where the degree of cost risk and profit incentive can be tailored to meet almost any specific program situation.

Fixed-price contracts

These contracts are appropriate for acquiring commercial items, or for supplies or services which can be clearly defined with either performance/functional specifications or design specifications, and where performance uncertainties do not impose unreasonably high risks upon the contractor.

Cost-reimbursement contracts

These contracts are one in which the City does not contract for the performance of a specified amount of work for a predetermined price, but agrees instead to pay the contractor's reasonable, allocable and allowable costs of performance regardless of whether the work is completed. The City/Department assumes a high risk of incurring cost overruns, while the contractor has almost no risk of financial losses. Cost-type contracts are suitable when (a) you are unable to accurately describe the work to be done, or (b) there is an inability to accurately estimate the costs of performance. If either of these conditions is present, the cost-reimbursement contract is the proper type of contract. *Cost-type contracts are ideally suited to complex requirements because the parties can devote their attention to accomplishing the work rather than on the claims process, which will be significant on larger, complex projects.*

Time and Materials Contracts

Shoreline Metro will use time and materials contracts only:

- (1) After a determination that no other type of contract is suitable;

- (2) The contract specifies a ceiling price, and the contractor shall not exceed that price except at its own risk; and
- (3) The *Method of Procurement Decision Matrix Form* (Attachment 3) must be submitted to the Purchasing Agent and included with the file for this type of contract.

Labor / Hour Contracts

Labor/hour contracts are a variation of the time and materials contract, differing only in that materials are not supplied by the contractor. Shoreline Metro will use this type of contract only when no other would be suitable, and you need to document your determination if you choose to use this type of contract.

Cost-Plus Percentage of Cost Contracts (CPPC)

The FTA Circular 4420.1E clearly prohibits the use of this contracting method.

Out of Scope Changes

An “out of scope change” is a contract amendment or change order that is not within the scope of the original contract is considered sole source procurement. Please use the sole source policies for this type of action. FTA Circular 4220.1E, paragraph 9(f).

Contract Term Limitation

The City shall not enter into any contract for rolling stock or replacement parts with a period of performance exceeding five (5) years inclusive of options. All other types of contracts (supply, service, leases of real property, revenue and construction, etc.) will be based on sound business judgment. Length of contracts shall be for not more than the amount of time required to accomplish the purpose of the contract, and will also include consideration for competition, pricing, fairness, and public perception. Once a contract has been awarded, an extension of the contract term length that amounts to an out of scope change will require a sole source justification.

Revenue Contract

Revenue contracts are those third party contracts whose primary purpose is to either generate revenues in connection with a transit related activity, or to create business opportunities utilizing an FTA funded asset. FTA requires these contracts to be awarded utilizing competitive selection procedures and principles. The extent of and type of competition required is within the discretionary judgment of the City.

Tag-Ons

The use of tag-ons, or the addition of work including supplies, equipment or services, that is beyond the scope of the original contract that amounts to a cardinal change as generally interpreted in Federal practice by the various Boards of Contract Appeals, is prohibited and applies to the original buyer as well as to others. In scope “tag-on” changes are not considered tag-ons.

Piggybacking

Piggybacking is an assignment of existing contract rights to purchase supplies, equipment or services. Piggybacking is permissible when the solicitation document and resultant contract contain an assign-ability clause that provides for the assignment of all or a portion of the specified deliverables as originally advertised, completed, evaluated, and awarded. If the supplies were solicited, competed and awarded through the use of an indefinite-delivery-indefinite-quantity (IDIQ) contract, then both the solicitation and contract award must

contain both a minimum and a maximum quantity that represents the reasonably foreseeable needs of the party(s) to the solicitation and contract. If the City and another party jointly solicit and award an IDIQ contract, then there must be a total minimum and maximum.

E-Commerce

E-Commerce is an allowable means to conduct procurements. If an E-Commerce solicitation will be utilized, full and open competition must be addressed in compliance with the Federal Circular 4200.1E. A written procedure will be required prior to use of E-Commerce. Please call the Purchasing Office prior to use of this alternative.

Payments

Advance Payments

FTA does not authorize, and will not participate in funding payments to a contractor prior to the incurrence of costs by the contractor unless prior written concurrence is obtained from FTA.

Progress Payments

Grantees may use progress payments provided the following requirements are followed:

- (1) Progress payments are only made to the contractor for costs incurred in the performance of the contract.
- (2) The grantee must obtain adequate security for progress payments adequate security may include taking title, letter of credit or equivalent means to protect the grantee's interest in the progress payment.

Contract Provisions

All contracts shall include provisions to define a sound and complete agreement. In addition, contracts and subcontracts shall contain contractual provisions or conditions that allow for:

- a. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, including sanctions and penalties as may be appropriate. (All contracts in excess of the small purchase threshold.)
- b. Termination for cause and for convenience by the City or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000.)

Liquidated Damages Provisions

The City may use liquidated damages if it may reasonably expect to suffer damages (increased costs on project involved) from late completion and the extent or amount of such damages would be difficult or impossible to determine. In order to obtain liquidated damages, the City must suffer an actual loss. The amount of liquidated damages must be reasonable in light of the loss suffered. The assessment for damages shall be at a specific rate per day for each day of overrun in contract time; and the rate must be specified in the third party contract. Any liquidated damages recovered shall be credited to the project account involved unless the FTA permits otherwise.

Architectural and Engineering Services Conflicts of Interest

The following language must be included in all RFPs for design and evaluation services covered under this section. This statement prohibits contractors from bidding on follow-up (add on) construction work resulting from the design.

“In order to prevent real or apparent conflicts of interest, the City prohibits contractors that have participated in FTA-funded design or evaluation services from bidding on any resulting construction work, services, or capital equipment purchases. All specifications prepared by design consultants must be written in such a manner that any reasonable, competent contractor could understand the requirement and perform the work.”

Flow Down of FTA Clauses

Please see the attached *FTA Contract Clauses* as a guide to ensure the proper clauses are included in the procurement process. These clauses are required to be included in all FTA contracts and purchase orders. (Attachment 9)

A full text of all Contract Clauses from FTA Best Practices Manual may be found here.

Buy America

As a condition of responsiveness to bidding for procurements of rolling stock, iron, steel, or manufactured products greater than \$100,000 the bidder must submit with the bid or offer, a completed Buy America certificate in accordance with Part 661.6 for steel, iron, and manufactured products, or Part 661.12 for rolling stock (including train control, traction power, and communication equipment). Once submitted the bidder is bound by the certification provided. If the bidder does not submit a certification, the bid shall be considered non-responsive. If the bidder executes certification that it cannot comply but may be eligible for an exception, then the City shall review the circumstances and determine if it should request a waiver from FTA. There are specific instances included in the regulations for waiver of Buy America provisions including that they are in the public’s best interest, that there are no U.S. products available, or there is a 25 percent price difference between the foreign and domestic products. See FTA’s Buy America web page http://www.fta.dot.gov/legal/buy_america/14456_ENG_HTML.htm for additional information on requirements.

Certifications in compliance with Part 661.6 and 661.12 are provided in Attachments 14 and 15.

Lobbying

Contractors who apply or bid for an award of \$100,000 or more must file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each level of FTA fund recipient certifies to the level above it that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each FTA fund recipient must also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that specific Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from each level of fund recipient to the next level of fund recipient until it reaches the grantor. See “Lobbying” as provided in <http://www.fta.dot.gov/library/admin/BPPM/appA1.html#BM10>.

Certifications in Attachment 16

ATTACHMENTS



CONTRACT/PURCHASE ORDER

FILE INDEX (SEALED BIDS ONLY)

INSTRUCTIONS: Applicable items should be entered in chronological order by tab number. Documents maintained in the file will be numbered and filed consecutively in each section with the highest number on top. When an item is not applicable, it will be designated with "NA" in the Tab Column.

SECTION A – SOLICITATION DOCUMENTS		
Tab #	Document(s)	Audit
1	PURCHASE REQUEST	
2	SPECIFICATIONS & DBE GOALS	
3	REQUIREMENT JUSTIFICATION	
4	INDEPENDENT COST ESTIMATE (ICE)	
5	BIDDER'S LIST	
6	CONTRACTOR INFORMATION FORM	
7	JUSTIFICATION OF PROCUREMENT METHOD	
8	COPY OF IFB	
9	PROOF OF PUBLICATION	
10	IFB ATTACHMENTS/MODIFICATIONS	
11	PRE-BID MINUTES & LIST OF ATTENDEES	
12	CORRESPONDENCE WITH BIDDERS	
13	PROTESTS PRIOR TO BID OPENING	
14	INTEROFFICE CORRESPONDENCE	
15	REVIEW OF RESPONSIVENESS	

Sealed Bid No. _____ Contract Administrator: _____

Date: _____



CONTRACT/PURCHASE ORDER

FILE INDEX (SEALED BIDS ONLY)

INSTRUCTIONS: Applicable items should be entered in chronological order by tab number. Documents maintained in the file will be numbered and filed consecutively in each section with the highest number on top. When an item is not applicable, it will be designated with "NA" in the Tab Column.

SECTION B – AWARD DOCUMENTS		
Tab #	Document(s)	Audit
1	RATIONALE FOR METHOD OF PROCUREMENT (COPY OF EACH BID)	
2	LATE BID – BID ERRORS	
3	BID ANALYSIS/TABULATION SHEET	
4	TECHNICAL EVALUATION & PRE-AWARD SURVEY	
5	AFFIRMATIVE ACTION EVALUATION/DBE PLAN	
6	BIDDER'S RESPONSIBILITY DETERMINATION	
7	PRICE ANALYSIS	
8	ALTOONA TESTING (ROLLING STOCK)	
9	RECORD OF NEGOTIATION FOR SINGLE BID	
10	JUSTIFICATION OF CONTRACT TYPE	
11	AWARD RECOMMENDATION MEMO	
12	BOARD RESOLUTION	
13	NOTICE OF AWARD	
14	NOTICE TO UNSUCCESSFUL BIDDERS	
15	FTA APPROVAL	
16	LEGAL REVIEW OF CONTRACT DOCUMENTS	
17	CONTRACT DOCUMENT	
18	BOND & CERTIFICATE OF INSURANCE	
19	NOTICE TO PROCEED	
20	PURCHASE ORDER	

INSTRUCTIONS: Applicable items should be entered in chronological order by tab number. Documents maintained in the file will be numbered and filed consecutively in each section with the highest number on top. When an item is not applicable, it will be designated with "NA" in the Tab Column.

SECTION C – CONTRACT ADMINISTRATION DOCUMENTS		
Tab #	Document(s)	Audit
1	POST AWARD CONFERENCE	
2	STATUS REPORTS	
3	CHANGE NOTICES/MODIFICATIONS/CHANGE ORDERS	
4	SITE VISIT REPORTS	
5	PROGRESS MEETING MINUTES	
6	QUALITY ASSURANCE RECORDS	
7	TERMINATION/STOP WORK NOTICES OR RESOLUTION PLAN	
8	INVOICES AND CHECK REQUESTS	
9	RECORDS OF PAYMENTS	
10	NOTICE OF SUBSTANTIAL ACCEPTANCE	
11	NOTICE OF CLAIMS	
12	RELEASE OF CLAIMS/BONDS	
13	ASSIGNMENTS	
14	NOTICE OF FINAL PAYMENT	
15	AUDIT REPORTS	
16	LIQUIDATED DAMAGES	
17	CLOSE OUT DOCUMENTATION	



CONTRACT/PURCHASE ORDER

FILE INDEX (RFP ONLY)

INSTRUCTIONS: Applicable items should be entered in chronological order by tab number. Documents maintained in the file will be numbered and filed consecutively in each section with the highest number on top. When an item is not applicable, it will be designated with "NA" in the Tab Column.

SECTION A – SOLICITATION DOCUMENTS		
Tab #	Document(s)	Audit
1	PURCHASE REQUEST – RATIONALE FOR METHOD OF PROCUREMENT	
2	SPECIFICATIONS/STATEMENT OF WORK	
3	JUSTIFICATION FOR PROCUREMENT	
4	COST ESTIMATE	
5	SET ASIDE DECISION/DBE GOAL	
6	CONTRACTOR INFORMATION FORM	
7	JUSTIFICATION OF PROCUREMENT METHOD	
8	LIST OF PROSPECTIVE PROPOSERS	
9	PROOF OF PUBLICATION	
10	COPY OF RFP	
11	ADDENDA	
12	PRE-PROPOSAL MINUTES & LIST OF ATTENDEES	
13	CORRESPONDENCE WITH BIDDERS	
14	INTEROFFICE CORRESPONDENCE	
15	REVIEW OF RESPONSIVENESS	

Sealed Bid No. _____ Contract Administrator: _____

Date: _____

INSTRUCTIONS: Applicable items should be entered in chronological order by tab number. Documents maintained in the file will be numbered and filed consecutively in each section with the highest number on top. When an item is not applicable, it will be designated with "NA" in the Tab Column.

SECTION B – AWARD DOCUMENTS		
Tab #	Document(s)	Audit
1	COPY OF EACH PROPOSAL	
2	PROPOSAL TABULATION SHEET	
3	EVALUATION TEAM NOTIFICATION	
4	EVALUATION SHEET/MATRIX	
5	PRE-AWARD SURVEY	
6	DETERMINATION OF ZONE OF CONSIDERATION	
7	LATE PROPOSERS	
8	INVITATIONS FOR ORAL INTERVIEWS	
9	NOTICE OF REJECTION	
10	MINUTES OF MEETINGS	
11	CORRESPONDENCE WITH PROPOSERS	
12	COST OR PRICE ANALYSIS	
13	JUSTIFICATION OF CONTRACT TYPE	
14	NEGOTIATION MEMORANDUM	
15	COPY OF EACH BEST & FINAL OFFER	
16	AWARD RECOMMENDATION MEMO	
17	BOARD RESOLUTION	
18	LEGAL REVIEW OF CONTRACT DOCUMENTS	
19	NOTICE OF AWARD	
20	NOTICE TO UNSUCCESSFUL BIDDERS	
21	PROCUREMENT SUMMARY	
22	DETERMINATION AND FINDINGS	
23	BONDS & CERTIFICATES OF INSURANCE	
24	CONTRACT DOCUMENT	
25	NOTICE TO PROCEED	
26	PURCHASE ORDER	

INSTRUCTIONS: Applicable items should be entered in chronological order by tab number. Documents maintained in the file will be numbered and filed consecutively in each section with the highest number on top. When an item is not applicable, it will be designated with "NA" in the Tab Column.

SECTION C – CONTRACT ADMINISTRATION DOCUMENTS		
Tab #	Document(s)	Audit
1	POST AWARD CONFERENCE	
2	QUALITY ASSURANCE RECORDS	
3	CHANGE NOTICES/MODIFICATIONS/CHANGE ORDERS	
4	PERIODIC STATUS REPORTS	
5	CONTRACTOR EVALUATION FORM	
6	SITE VISIT REPORTS	
7	TERMINATION/STOP WORK NOTICES OR RESOLUTION PLAN	
8	INVOICES AND CHECK REQUESTS	
9	RECORDS OF PAYMENTS & RECEIPTS	
10	ADVANCE OR PROGRESS PAYMENT DOCUMENTS	
11	NOTICE OF SUBSTANTIAL ACCEPTANCE	
12	PUNCH LIST DISCREPANCIES	
13	NOTICE OF FINAL ACCEPTANCE	
14	NOTICE OF CLAIMS	
15	RELEASE OF CLAIMS/BONDS	
16	ASSIGNMENTS	
17	NOTICE OF FINAL PAYMENT	
18	AUDIT REPORTS	
19	LIQUIDATED DAMAGES	
20	CLOSE OUT DOCUMENTATION	



Responsibility Determination Form

PROCUREMENT POLICY

BID / RFP No: _____ Date: _____

Supplier: _____

For each of the areas described below, check that the appropriate research has been accomplished and provide a short description of the research and the results.

Acceptable

Comment

1. Appropriate financial, equipment, facility, and personnel.	Yes	No	_____

2. Ability to meet the delivery schedule.	Yes	No	_____

3. Satisfactory period of performance.	Yes	No	_____

4. Satisfactory record of integrity, not on declined or suspend listings.	Yes	No	_____

5. Receipt of all necessary data from supplier.	Yes	No	_____

6. Debarred and Suspended List has been checked (supplier not listed)	Yes	No	_____



Method of Procurement Decision

MATRIX FORM

To best determine which method of procurement is suitable, classify your situation by checking off the appropriate boxes below. All elements must apply to use that method.

Micro-Purchase

- Amount <\$5,000
- Multiple sources

Competitive Procurement

- Amount >\$5,000
- Multiple sources available
- Not an emergency purchase

Sealed Bid (IFB)

- Complete & adequate specs or purchase description
- Two or more responsible bidders willing to compete
- Selection can be made on basis of price
- Procurement suitable for firm, fixed price
- No discussion with bidders needed after receipt of offers

Competitive Proposals (RFP)

- Complete specifications not feasible
- Bidder input needed for specification
- Two or more responsible bidders willing to compete
- Discussion needed with bidders after receipt of proposals, prior to award.
- Fixed price can be set after discussions

Time and Materials Contract

(subset of RFP)

- Fixed price cannot be set for work
- Complete extent of work unknown, whether time, material use, or both

Best Value

- Price and qualitative consideration greatest value to the City

Sole Source

- OEM or custom item
- Only one source available
- Approved by FTA sole source
- Public exigency issue/emerg.
- Competition is inadequate after public solicitation

Emergency Procurement

(subset of sole source)

- There is a health and safety issue that prohibits delay.



Bid Checklist Form
PROCUREMENT POLICY

To best determine which method of procurement is suitable, classify your situation by checking off the appropriate boxes below. All elements must apply to use that method.

	<u>YES</u>	<u>NO</u>
1. Price is firm, fixed and definite	_____	_____
2. Bid is responsive to requirements of the solicitation	_____	_____
3. Exceptions taken to any material term or condition of the solicitation	_____	_____
4. Bid is ambiguous	_____	_____
5. All amendments to solicitation acknowledged	_____	_____
6. Bid signed	_____	_____
7. All material representations, bonds, guarantees and certifications completed.	_____	_____
8. All required information submitted.	_____	_____
9. Bid is not defective	_____	_____



Bid Cost Factors Form
PROCUREMENT POLICY

Solicitation / Bid No: _____

Supplier Price Evaluation Factors:

1. Purchase price: \$ _____

2. Payment discount terms: _____

3. Transportation costs: _____

4. Warranty: _____

5. Installation: _____

6. Training: _____

7. Technical assistance: _____

Total bid: _____

Evaluation: \$ _____



Non-Competitive Procurement JUSTIFICATION FORM

Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

_____ The item is available only from a single source (sole source justification is attached).

_____ The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency condition is attached).

_____ FTA authorizes noncompetitive negotiations (letter of authorization is attached).

_____ After solicitation of a number of sources, competition is determined inadequate (record of source contacts is attached).

_____ The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the time to be replaced (price certification attached).

Comments:

_____ Cost Analysis is attached.

Purchasing Agent

Department Manager

Date

Date



Cost and Price Analysis Form
PROCUREMENT POLICY

Comparisons with other competitive proposals: _____

Price quoted by vendor: _____

Competitive prices obtained from other vendors:
(state name of vendor and price)

Previous Contracts: _____

Date of Contract: _____

Purchase Price: _____

Catalog/Market Prices: _____

Source: _____

Purchase Price: _____

Historical Prices: _____

Date: _____

Purchase Price: _____

Independent Cost Estimates: _____

Source: _____

Date: _____

Purchase Price: _____

Price/Performance Ratio (if applicable): _____

Market Data: _____

Source: _____

Date: _____

Purchase Price: _____



Disclosure Statement

The U.S. Department of Transportation Federal Transit Administration Master Agreement, Section 3a(1) prohibits the recipient's employees, officers, board members or agents from participating in the selection, award, or administration of a third party contract or subagreement supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the following parties has a financial or other interest in the entity selected for award:

- a) An employee, officer, board member or agent;
- b) Any member of his or her immediate family;
- c) His or her partner;
- d) An organization that employs or intends to employ any of the above.

It is the responsibility of the officers and employees of the City of Sheboygan, upon acquiring interests which conflict or might appear to conflict with the interests of the Federal Transit Administration and/or the City of Sheboygan, to bring them forth immediately for resolution.

I, the undersigned City of Sheboygan employee, acknowledge receipt, understanding and acceptance of the City of Sheboygan Code of Ethics and this Disclosure Statement, and certify that (1) I have not solicited or received any kickbacks or gratuities, and (2) I have no financial interest in any supplier with whom the City of Sheboygan does business. If any real or perceived conflict should arise in the discharge of my duties, I will report such conflict immediately to the Director of Human Resources in writing.

Name: _____ Title: _____

Date: _____



FTA Contract Clauses Matrix

PROCUREMENT POLICY

FTA CONTRACT CLAUSES						
	CLAUSES	PROFESSIONAL SERVICES/A&E	OPERATIONS/ MANAGEMENT/ SUBRECIPIENTS	ROLLING STOCK PURCHASES	CONSTRUCTION	MATERIALS & SUPPLIES
1	NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD-PARTIES BY USE OF A DISCLAIMER	ALL	ALL	ALL	ALL	ALL
2	PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS	ALL	ALL	ALL	ALL	ALL
3	ACCESS TO RECORDS	ALL	ALL	ALL	ALL	ALL
4	FEDERAL CHANGES	ALL	ALL	ALL	ALL	ALL
5	CIVIL RIGHTS (EEO, TITLE VI, & ADA)	ALL	ALL	ALL	ALL	ALL
6	INCORPORATION OF FTA TERMS	ALL	ALL	ALL	ALL	ALL
7	ENERGY CONSERVATION	ALL	ALL	ALL	ALL	ALL
8	TERMINATION PROVISIONS (NOT REQUIRED OF STATES)	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
9	DEBARMENT & SUSPENSION	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
10	BUY AMERICA	-	-	>\$100,000	>\$100,000	>\$100,000 (For steel, iron, manufactured goods)
11	PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
12	LOBBYING	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
13	CLEAN AIR	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
14	CLEAN WATER	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
15	CARGO PREFERENCE	-	-	Involving property that may be transported by ocean vessel.	Involving property that may be transported by ocean vessel.	Involving property that may be transported by ocean vessel.
16	Fly America	Involving foreign transport or travel by air.	Involving foreign transport or travel by air.	Involving foreign transport or travel by air.	Involving foreign transport or travel by air.	Involving foreign transport or travel by air.
17	DAVIS BACON ACT	-	-	-	>\$2,000 (Including ferry vessels)	-
18	COPELAND ANTI-KICKBACK ACT SECTION 1 SECTION 2	-	-	-	ALL >\$2,000 (Including ferry vessels)	-
19	CONTRACT WORK HOURS & SAFETY STANDARDS ACT	-	>\$100,000	>\$100,000	>\$100,000 (Including ferry vessels)	-

FTA CONTRACT CLAUSES						
	CLAUSES	PROFESSIONAL SERVICES/A&E	OPERATIONS/ MANAGEMENT/ SUBRECIPIENTS	ROLLING STOCK PURCHASES	CONSTRUCTION	MATERIALS & SUPPLIES
20	BONDING (NOT REQUIRED OF STATES)	-	-	-	>\$100,000 (Including ferry vessels)	-
21	SEISMIC SAFETY	A&E for new buildings and additions	-	-	New buildings and additions	-
22	TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS	-	Transit operations funded with Section 5307, 5309, 5311 or 5316 funds.	-	-	-
23	CHARTER SERVICE OPERATIONS	-	ALL	-	-	-
24	SCHOOL BUS OPERATIONS	-	ALL	-	-	-
25	DRUG AND ALCOHOL TESTING	-	Transit operations funded with Section 5307, 5309, 5311 or 5316 funds.	-	-	-
26	PATENT RIGHTS	Research and development.	-	-	-	-
27	RIGHTS IN DATA AND COPYRIGHTS REQUIREMENTS	Research and development.	-	-	-	-
28	DBE	ALL	ALL	ALL	ALL	ALL
29	PROMPT PAYMENT	ALL If threshold for DBE program met.	ALL If threshold for DBE program met.	ALL If threshold for DBE program met.	ALL If threshold for DBE program met.	ALL If threshold for DBE program met.
30	RECYCLED PRODUCTS	-	Contracts for items designed by EPA, when procuring \$10,000 or more per year.	-	Contracts for items designed by EPA, when procuring \$10,000 or more per year.	Contracts for items designed by EPA, when procuring \$10,000 or more per year.
31	ADA ACCESS	A&E	ALL	ALL	ALL	ALL
32	SPECIAL NOTIFICATION (REQUIREMENTS FOR STATES)	STATES ONLY	STATES ONLY	STATES ONLY	STATES ONLY	STATES ONLY



Sole Source Cost Analysis Form

Prior to proceeding with sole source procurements, including contract modifications, the requesting department must perform a cost analysis in order to demonstrate the proposed price is fair and reasonable. The cost analysis should examine the elements of cost (labor hours, material, overhead, and profit) for professional consulting and architectural and engineering type contracts.

Please note: It is not sufficient to list the last price paid and the percentage change of the newly quoted price. Actual analysis of the figures should be evident to explain why any increase or decrease in quoted costs is reasonable. All of the following elements must be completed for each proposed sole source procurement.

1. Verification of cost or pricing data and evaluation of cost elements:

2. Comparison of cost proposed with independent or previous cost estimate,, market indices, and other factors:

3. Evaluation of suppliers' costs first hand and assessment for completeness and reasonableness, including evidence and rationale for determination.



Bid Summary Form
PROCUREMENT POLICY

Bid Opening Date: _____

Bid #: _____

Description: _____

Department: _____

NAME OF BIDDER	BID DEPOSIT	TOTAL BID	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	RESPONSIVE BID (Y/N)	BID REJECTED (Y/N)

This bid was opened at the same
Time stated in the advertisement: _____

INITIALS

Person opening bids: _____

Signature: _____

Date/Time: _____



Award Recommendation & Justification Form

Department: _____ Procurement Number: _____
(RFP/BID #)

Subject: _____ Report Date: _____

Number Bids / RFP'S Mailed: _____ Number of Bids /RFP'S Received: _____

Recommendation:

Justification:

Approvals:

PROCURING AGENT

DIRECTOR OF PURCHASING



Price / Rate Quotation Form
PROCUREMENT POLICY

Department: _____

Subject: _____

Report Date: _____

Number of Quotes Received: _____

QUANTITY	QUANTITY/ COUNT	ITEM	VENDOR	PRICE	AMOUNT

Recommendation:

Approvals:

PROCURING AGENT

DIRECTOR



Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____



Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____



APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.* .)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date



Contractor Information
PROCUREMENT POLICY

CONTRACTOR INFORMATION FOR PROJECTS FUNDED BY THE U. S. DEPARTMENT OF TRANSPORTATION

BID/RFQ/RFP # _____

The completion of this form(s) is a requirement of this bid. A completed form is required for each contractor who submits a Bid/RFP/RFQ in response to this solicitation and for each of the bidders' subcontractors. Copy and attach additional sheets as necessary. Please provide the following information:

FIRM'S NAME: _____

PRIME CONTRACTOR _____ SUBCONTRACTOR _____

FIRM'S ADDRESS: _____

AGE OF FIRM: _____

DISADVANTAGED BUSINESS ENTERPRISE?* _____ Yes _____ No

If yes, Certified by the State of Connecticut Department of Transportation? _____ Yes _____ No

ANNUAL GROSS RECEIPTS:

_____ Under \$500,000 _____ \$500,000 - \$999,999 _____ \$1,000,000 - \$1,999,999

_____ \$2,000,000 - \$4,999,999 _____ \$5,000,000 - \$9,999,999

_____ \$10,000,000 - \$14,999,999 _____ \$15,000,000 - \$24,999,999

* Disadvantaged business enterprise or DBE means a for-profit small business concern—
(1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.



A. GENERAL - DEFINITIONS

1. The procedures established hereunder shall be available to contractors for the purpose of handling and resolving disputes relating to procurements hereunder. A protestor must exhaust all administrative remedies hereunder before pursuing a protest in any court of law. Where applicable, any information received under such procedures shall be disclosed to the Federal Transit Authority ("FTA") and a protestor must exhaust all administrative remedies before pursuing a protest with the FTA.
2. The term "contractor" means any person, firm, or corporation, which has contracted or seeks to contract with the City of Sheboygan.
3. The term "hearing officer" shall mean a person, appointed by the Mayor, to hear and decide allegations made by any contractor relating to procurements hereunder.
4. A "pre-bid or solicitation phase protest" is a written protest received prior to the bid opening or proposal due date.
5. A "pre-award protest" is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.
6. A "post-award protest" is a protest received after award of a contract.

B. FILING OF PROTESTS

1. Pre-Bid Protest

Any Contractor may file a written protest of the procurement procedures involved herein, with the City's Purchasing Agent at least five (5) working days before the bid opening or proposal due date.

2. Pre-Award Protest

Any Contractor may file a written protest against the City's making of an award after the City's making of an award after the City's receipt of bids or proposals, but at least five (5) working days before the conditional award of a contract by the City.

3. Post-Award Protest

Any contractor may file a written protest of the procurement procedures involved herein, with the City's Purchasing Agent, at least five (5) working days after the date of the City's Decision regarding a selection of a contractor with respect to any Bid/RFP/RFQ.

4. Each protest must clearly state:

- a. The name, address, and telephone number of the protester;
- b. The solicitation/contract number or description thereof.

c. A statement of all of the grounds upon which the protest is made.

5. Protests are to be filed by certified mail, return receipt requested or by personal delivery by 4:30pm on or before the due date at:

Purchasing Agent
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

If protests are filed by personal delivery, the protestor must obtain a time-stamped copy of the protest from the Purchasing Department as proof of the date and time of the filing of the protest. It is the Protester's sole responsibility to provide said copy at the time of filing.

C. HEARING PROCEDURE

1. A hearing shall be conducted in accordance with C.G.S. Section 4-176e through 4-18a, as amended, which are incorporated herein, provided that if there is a conflict between Section 4-176e and these Written Protest Procedures, the latter will prevail. The hearing officer shall issue a written decision within ten (10) days of the last date of such hearing and state in the decision the reasons for the action taken. The Hearing Officer, shall respond in detail, to each substantive issue raised in the protest.

2. The Hearing Officer shall be the responsible official who has the authority to make the final determination of the protest.

3. The Hearing Officer shall address, in his determination, each material issue raised in the protest.

4. The Hearing Officer's determination shall be final and binding upon all parties upon issuance.

5. Within (5) working days from its receipt of the decision of the Hearing Officer, a protestor may request reconsideration of the decision, using the same procedure described in Section B.5 above. The request for reconsideration shall be addressed to the Hearing Officer, in care of the Purchasing Agent, City of Sheboygan, 828 Center Ave, Sheboygan, WI 53081. The request for reconsideration shall set forth all of the grounds upon which the request is made.

6. The Hearing Officer shall issue a written decision on the request for recommendation within ten (10) days of receipt thereof and state in the decision the reasons for the granting or denial of the request.

D. REVIEW OF PROTEST BY FTA

1. Where applicable, review of protests by FTA will be limited to the City's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to FTA must be received by the cognizant FTA Regional or Headquarters Office within five (5) working days of the date the protestor knew or should have known of the violation and/or five (5) days after the protestor knows or has reason to know that the City has failed to render a final decision. Such appeal must be filed in accordance with all FTA rules and regulations, and Section 7(1) of FTA Circular 4220.1D., as periodically updated. The FTA may allow a request for reconsideration if data becomes available that was not

previously known, or if there has been an error of law or regulation. Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of state or local or regulations will be under the jurisdiction of state or local authorities.

2. Post-determination protests may include allegations that the City failed to have or follow written protest procedures.



TITLE VI PLAN

Submitted to FTA – January 2020

HISTORY:

Original Draft: October 1999

1st Update: April 2008

2nd Update: July 2011

3rd Update: June 2014

4th Update: November 2014

5th Update: January 2017

Latest Update: January 2020

TABLE OF CONTENTS

A. *Plan Statement*.....3

B. *Title VI Information Dissemination*3

C. *Subcontracts and Vendors*3

D. *Record Keeping*3

E. *Title VI Complaint Procedures*.....3

F. *Limited English Proficiency (LEP) Plan*.....4

G. *Community Outreach*.....11

H. *Service Standards*.....12

APPENDICES

A. Title VI Policy.....15

B. Sheboygan MPO Public Participation Plan: 2016 Update16

C. Title VI Complaint Form17

D. Racial Breakdown of Transit Commission.....19

E. Letter Acknowledging Receipt of Complaint20

F. Letter Notifying Complainant that Complaint is Substantiated21

G. Letter Notifying Complainant that Complaint is Not Substantiated22

H. Sample of Narrative to be included in Posters23

I. Acknowledgement of Receipt of Title VI Plan24

MAPS

A. Map 1: Limited English Proficient Persons by Census Tract and Transit Routes.....25

B. Map 2: Linguistically Isolated Households by Census Tract and Transit Routes26

A. Plan Statement

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (42 U.S.C. Section 2000d).

SHORELINE METRO is committed to ensuring that no person is excluded from participation in, or denied the benefits of its transit services on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1.A.

This plan was developed to guide Shoreline Metro in its administration and management of Title VI-related activities.

Title VI Coordinator Contact information

Derek Muench

Director of Transit & Parking

Shoreline Metro – City of Sheboygan

Sheboygan, WI 53081

Phone: (920) 459-3140

E-Mail: Derek.Muench@shorelinemetro.com

B. Title VI Information Dissemination

Title VI information posters shall be prominently and publicly displayed in all Shoreline Metro facilities and on revenue vehicles. The name of the Title VI coordinator is available on the Shoreline Metro website, at www.shorelinemetro.com. Additional information relating to nondiscrimination obligation can be obtained from the Shoreline Metro Title VI Coordinator. During New Employee Orientation, new employees shall be informed of the provisions of Title VI, and the Shoreline Metro expectations to perform their duties accordingly. All employees shall be provided a copy of the Title VI Plan and are required to sign the Acknowledgement of Receipt (see Appendix G).

C. Subcontracts and Vendors

All subcontractors and vendors who receive payments from Shoreline Metro where funding originates from any federal assistance are subject to the provisions of Title VI of the Civil Rights Act of 1964 as amended. Written contracts shall contain non-discrimination language, either directly or through the bid specification package which becomes an associated component of the contract.

D. Record Keeping

The Title VI Coordinator will maintain permanent records, which include, but are not limited to, signed acknowledgements of receipt from the employees indicating the receipt of the of Shoreline Metro Title VI Plan, copies of Title VI complaints or lawsuits and related documentation, and records of correspondence to and from complainants, and Title VI investigations.

E. Title VI Complaint Procedures

How to file a Title VI Complaint?

The complainant may file a signed, written complaint up to one hundred and eighty (180) days from the date of the alleged discrimination. The complaint should include the following information:

1. Your name, mailing address, and how to contact you (i.e., telephone number, email address, etc.)
2. How, when, where and why you believe you were discriminated against. Include the location, names and contact information of any witnesses.
3. Other information that you deem significant.

The Title VI Complaint Form (see Appendix C) may be used to submit the complaint information. The complaint may be filed in writing with SHORELINE METRO at the following address:

Shoreline Metro
608 S Commerce Street
Sheboygan, WI 53081

NOTE: SHORELINE METRO encourages all complainants to certify all mail that is sent through the U.S. Postal Service and/or ensure that all written correspondence can be tracked easily. For complaints originally submitted by facsimile, an original, signed copy of the complaint must be mailed to the Title VI Coordinator as soon as possible, but no later than 180 days from the alleged date of discrimination.

What happens to the complaint after it is submitted?

All complaints alleging discrimination based on race, color or national origin in a service or benefit provided by SHORELINE METRO will be directly addressed by the SHORELINE METRO. SHORELINE METRO shall also provide appropriate assistance to complainants, including those persons with disabilities, or who are limited in their ability to communicate in English. Additionally, SHORELINE METRO shall make every effort to address all complaints in an expeditious and thorough manner.

A letter of acknowledging receipt of complaint will be mailed within seven days (Appendix D). Please note that in responding to any requests for additional information, a complainant's failure to provide the requested information may result in the administrative closure of the complaint.

How will the complainant be notified of the outcome of the complaint?

SHORELINE METRO will send a final written response letter (see Appendix E or F) to the complainant. In the letter notifying complainant that the complaint is not substantiated (Appendix F), the complainant is also advised of his or her right to 1) appeal within seven calendar days of receipt of the final written decision from SHORELINE METRO, and/or 2) file a complaint externally with the U.S. Department of Transportation and/or the FTA. Every effort will be made to respond to Title VI complaints within 60 working days of receipt of such complaints, if not sooner.

Once sufficient information for investigating the complaint is received by SHORELINE METRO, a written response will be drafted subject to review by the transit's attorney. If appropriate, a SHORELINE METRO attorney may administratively close the complaint. In this case, SHORELINE METRO will notify the complainant of the action as soon as possible.

In addition to the complaint process described above, a complainant may file a Title VI complaint with the following offices:

Federal Transit Administration Office of Civil Rights
Attention: Title VI Program Coordinator
East Building, 5th Floor – TCR
1200 New Jersey Ave., SE
Washington, DC 20590

F. Limited English Proficiency (LEP) Plan

Introduction and Purpose

This LEP Four Factor Analysis and Language Assistance Plan has been prepared to meet Federal Transit Administration (FTA) requirements to comply with Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin. As a subrecipient of FTA funds, Shoreline Metro has pledged to take reasonable steps to provide meaningful access to its transit services for persons who either (1) do not speak English as their primary

language, and/or (2) have a limited ability to read, speak, write or understand English. The FTA refers to these individuals as Limited English Proficient (LEP) persons.

Executive Order 13166, titled *Improving Access to Services for Persons with Limited English Proficiency*, indicates that differing treatment based upon a person's inability to speak, read, write or understand English is a type of national origin discrimination. It directs each federal agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies which receive federal funds, including Shoreline Metro, which receives federal assistance through the U.S. Department of Transportation (USDOT).

The USDOT's FTA Office of Civil Rights publication "Implementing the Department of Transportation's Policy Guidance Concerning Recipients' Responsibilities to LEP Persons – A Handbook for Public Transportation Providers" was utilized in the preparation of this plan.

Plan Summary and Contents

Shoreline Metro has developed this *LEP Four Factor Analysis and Language Assistance Plan* to help identify reasonable steps for providing language assistance to LEP persons who wish to access services provided by the transit operation. As defined in Executive Order 13166, LEP persons are those who do not speak English as their primary language and/or have limited ability to read, speak, write or understand English.

Contents of the plan include the following:

- A needs assessment based on the four factor analysis;
- How to identify LEP persons who may need language assistance;
- Identification of ways in which language assistance may be provided;
- Identification of staff training that may be required;
- Procedures to notify LEP persons that assistance is available; and
- Procedures to monitor and update the plan.

LEP Needs Assessment – The Four Factor Analysis

In order to prepare this plan, Shoreline Metro completed the USDOT four factor LEP analysis, which assesses the following factors:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity or service of Shoreline Metro.
2. The frequency with which LEP persons come into contact with Shoreline Metro programs, activities or services.
3. The nature and importance of programs, activities or services provided by Shoreline Metro in the lives of LEP persons.
4. The resources available to Shoreline Metro for LEP outreach, as well as the costs associated with that outreach.

A summary of the results of the Shoreline Metro four factor analysis is as follows:

Factor #1: The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity or service of Shoreline Metro.

Sheboygan MPO staff reviewed data from the *2013 – 2017 American Community Survey (ACS)*, and determined that 8,484 persons age 5 and older in the Shoreline Metro transit service area (Cities of Sheboygan and Sheboygan Falls and the Village of Kohler) spoke a language other than English; this amounted to about 15.4 percent of the entire service area population age 5 and older (a population of 54,969). Within the transit service area, some 3,195 persons (5.8 percent) had limited English proficiency; that is, they speak English less than “very well.” Of those persons with limited English proficiency, 1,102 (2.0 percent) spoke Spanish, 324 (0.6 percent) spoke other Indo-European languages, 1,697 (3.1 percent) spoke Asian and Pacific Islander languages (primarily Hmong), and 72 (0.1 percent) spoke other languages. Some 531 of 25,161 households in the transit service area (2.1 percent) were considered linguistically isolated households. The Shoreline Metro transit service area is above the “Safe Harbor” threshold of 5 percent or 1,000 persons within any LEP group speaking a given language in the areas of speakers of Spanish and Asian and Pacific Islander languages (primarily Hmong).

Table 1 shows a breakdown of LEP persons and linguistically isolated households for each census tract in the transit service area from the *2013 – 2017 ACS*. Table 1 indicates that Census Tracts 3 and 10 both had between 400 and 500 LEP persons, while Census Tracts 2.01 and 5 each had between 300 and 400 LEP persons. In addition, several Census Tracts (1, 2.02, 4, 8, 9 and 107) each had between 200 and 300 LEP persons. Census Tract 2.01 had the largest percentage of LEP persons (14.7 percent), followed by Census Tracts 5 (11.0 percent) and 10 (7.1 percent).

Table 1 also shows that Census Tract 10 had the largest number of linguistically isolated households (101), while several Census Tracts (2.01, 2.02, 3, 4 and 5) each had between 50 and 100 linguistically isolated households. Census Tract 2.01 had the largest percentage of linguistically isolated households (9.1 percent), followed by Census Tracts 5 (4.4 percent), 10 (3.4 percent) and 2.02 (3.1 percent).

Table 1 indicates that in regard to LEP persons, Spanish was a wholly or partially dominant language in eight Census Tracts, while Hmong was also a wholly or partially dominant language in eight Census Tracts, other Indo European languages were dominant in one Census Tract, and other languages were dominant in one Census Tract. Table 1 also indicates that in regard to linguistically isolated households, Spanish was the dominant language in seven Census Tracts, while Hmong was the dominant language in six Census Tracts, other Indo European languages were dominant in three Census Tracts, and other languages were dominant in one Census Tract.

Table 1
Limited English Proficient (LEP) Persons and Linguistically Isolated Households
2013 - 2017 American Community Survey (ACS)

Census Tract	LEP Persons		Predominant Language	Linguistically Isolated Households		Predominant Language
	Number	Percentage		Number	Percentage	
1	217	6.2%	Hmong	7	0.5%	Spanish
2.01	382	14.7%	Spanish	90	9.1%	Spanish
2.02	227	6.1%	Hmong	58	3.1%	Hmong
3	457	6.9%	Hmong	61	2.1%	Hmong/Indo European
4	211	4.9%	Hmong	54	2.8%	Hmong
5	349	11.0%	Hmong	78	4.4%	Hmong
8	256	5.3%	Spanish	38	1.7%	Spanish
9	261	5.5%	Spanish/Hmong	39	1.8%	Spanish/Hmong
10	474	7.1%	Spanish/Hmong	101	3.4%	Spanish
11	134	3.8%	Hmong	0	0.0%	NA
106.01	16	0.3%	Other	14	0.6%	Other
106.02	82	2.2%	Spanish	5	0.3%	Spanish
107	252	3.0%	Spanish	34	1.0%	Hmong/Indo European
108	122	4.0%	Spanish	22	1.7%	Spanish
109	26	0.9%	Spanish	0	0.0%	NA
114	115	4.4%	Indo European	7	0.6%	Indo European

Source: U.S. Bureau of the Census, *2013 - 2017 American Community Survey* (Tables B16004 and S1602), 2018; and Bay-Lake Regional Planning Commission, 2019.

Map 1 shows the degree of LEP persons in the various Census Tracts of the Shoreline Metro transit service area (according to the *2013 – 2017 ACS*), along with the Shoreline Metro route structure.

Map 2 shows the degree of linguistically isolated households in the various Census Tracts of the Shoreline Metro transit service area (according to the *2013 – 2017 ACS*), along with the Shoreline Metro route structure.

Factor #2: The frequency with which LEP persons come into contact with Shoreline Metro programs, activities or services.

The LEP populations that Shoreline Metro primarily works with mostly speak Spanish and Hmong. Both Spanish and Hmong speaking passengers are primarily located in Census Tracts that surround Sheboygan’s central business district, as well as in most other Census Tracts within the City of Sheboygan. These passengers mainly use transit service for school, shopping, work and personal business, with medical and social/recreational trip purposes also being common. Shoreline Metro bus drivers have weekly contact with passengers who speak both languages. Shoreline Metro transit services provide an important link to these groups.

Factor #3: The nature and importance of programs, activities or services provided by Shoreline Metro in the lives of LEP persons.

Shoreline Metro considers transit to be an important and essential service for many people living in the transit service area. Shoreline Metro’s overall passenger numbers from January 1, 2018, through December 31, 2018, indicate that the transit operation had higher ridership than it did for the same period in 2017. From January 1, 2017, through December 31, 2017, Shoreline Metro had 529,726 unlinked trips, and from January 1, 2018, through December 31, 2018, Shoreline Metro had 599,714 unlinked trips, an increase of 13.2 percent. Shoreline Metro does not track LEP passengers separately.

Services provided by Shoreline Metro that are most likely to encounter LEP persons are the fixed-route transit system which serves the general public, and the demand response paratransit system (including ADA paratransit), which serves primarily elderly and disabled persons.

Factor #4: The resources available to Shoreline Metro for LEP outreach, as well as the costs associated with that outreach.

Shoreline Metro has a budget for marketing, a portion of which involves marketing to or communicating with LEP persons in their language about transit services that are available to them. This may include funding for translation services, brochures, flyers, posters, newspaper advertising, radio advertising, website improvements, etc.

Shoreline Metro has access to some Spanish and Hmong speaking staff within its driver pool. Shoreline Metro will also have access to copies of the language identification guide “I Speak” pamphlets from the U.S. Department of Justice website for use in determining an unknown language.

Based on the above LEP needs assessment and four factor analysis, Shoreline Metro developed its LEP language assistance plan as outlined in the following sections.

How Shoreline Metro Staff May Identify an LEP Person Who Needs Language Assistance

As stated above, data from the *2013 – 2017 American Community Survey (ACS)* show that Spanish and Hmong speaking LEP persons are the primary groups requiring language assistance. This information can also be used to identify concentrations of LEP persons within the service area.

Higher percentages of LEP persons can also be identified more accurately by Census Tracts, as was shown in Map 1. In general, there are higher populations of LEP persons in the City of Sheboygan, particularly on the north, northwest, west, southwest and south sides of the city, as well as in two Census Tracts adjacent to the central business district. Identifying concentrations of LEP persons helps to ensure that they receive the necessary language assistance measures.

There are several other measures that can be taken to identify persons who may need language assistance, including the following:

- Examination of records to see if requests for language assistance have been received in the past, either at meetings or over the phone, to determine whether language assistance might be needed at future events.
- When Shoreline Metro sponsors open houses, public meetings or other events, set up a sign-in table and have a staff member greet and briefly speak with each attendee, in order to informally gauge each attendee’s ability to speak and understand English.
- Have language identification flashcards from the U.S. Bureau of the Census available at Shoreline Metro events near the registration table. Persons who identify themselves as persons not proficient in English may not be able to be accommodated with translation assistance at the event, but this will assist Shoreline Metro in identifying language assistance needs for future events.
- Have language identification flashcards on all transit vehicles to assist vehicle operators in identifying the specific language assistance needs of passengers. If such persons are encountered, vehicle operators will be instructed to try to obtain contact information to give to the transit director for follow-up. Dispatchers and schedulers will also be instructed to obtain contact information from LEP persons that they encounter, either in person or over the phone.

- Language identification flashcards will be available at the downtown transfer point and at the Shoreline Metro main office reception desk. It will be especially important for personnel assigned to the downtown transfer point to have these flashcards available, since the station serves both Shoreline Metro as well as intercity bus carriers.
- Vehicle operators and other front-line staff (such as dispatchers and ride schedulers) will be surveyed annually on their experience concerning any contacts with LEP persons during the previous year. The survey will be conducted in the third quarter of each year.

Language Assistance Measures

There are several language assistance measures available to LEP persons, including both oral and written language services. There are also various ways in which Shoreline Metro staff will respond to LEP persons, whether in person, by telephone or in writing, including the following:

- Language identification flashcards will be available at all times in Shoreline Metro vehicles, at the downtown transfer point, and at transit system administrative offices.
- As the Shoreline Metro website is updated, a feature will be added that will allow an LEP person to contact staff via e-mail indicating that person's native language and the type of assistance needed.
- The Shoreline Metro Title VI Policy and LEP Language Assistance Plan will be posted on the Shoreline Metro website, www.shorelinemetro.com(.)
- Shoreline Metro has added an online translation service to its website, and will include updates to this service on its website if and when they become available.
- When there is a rapid need for an interpreter, in person or on the telephone, Shoreline Metro staff will work to determine the language of the LEP person and then access local interpreters as needed.

In addition, "vital documents" will be translated into Spanish and Hmong (where determined to be necessary). Vital documents are defined as those documents without which a person would be unable to access services. The following written communications are considered "vital documents:"

- Guide to Routes and Schedules (including individual route guides);
- Interior bus posters containing information about route changes, detours and rider alerts;
- Interior bus/van posters displaying safety or system information;
- Fare information on fare boxes;
- Brochures related to paratransit services and bike racks on buses; and
- Onboard opinion surveys (Note: These are already translated into Spanish by Bay-Lake Regional Planning Commission staff).

Shoreline Metro has limited staff among the ranks of its drivers who speak Spanish or Hmong. As Shoreline Metro has openings in its driver pool and in its supervisory staff, attempts will be made to recruit staff with a working knowledge of Spanish or Hmong. Other techniques that may be employed as short-term measures may include asking for assistance from bilingual passengers, and hiring outside professionals to translate many of the items identified above.

Staff Training

It is important that staff members, especially those having contact with the public, know their obligation to provide meaningful access to information and services for LEP persons. Even staff members who do not interact regularly with LEP persons should be aware of and understand the LEP Language Assistance Plan. Proper training of staff is a key element in the effective implementation of the LEP Language Assistance Plan.

In order to ensure effective implementation of this plan, Shoreline Metro will schedule training at orientations (for new staff) and at periodic staff/driver meetings (for continuing staff) to review the following items:

- Information regarding Shoreline Metro’s Title VI Policy and LEP Language Assistance Plan (including LEP responsibilities);
- Demographic data regarding the LEP population of the transit service area;
- Availability of translated literature regarding Shoreline Metro that can be accessed by LEP persons;
- Description of language assistance services offered to the public;
- Proper use of the language identification flashcards, and specific procedures to be followed when encountering an LEP person;
- Proper documentation of language assistance requests;
- Use of language translation services (office staff only); and
- The responsibility to notify the Transit Director about any LEP person’s unmet needs.

At a minimum, these issues will be addressed at meetings on an annual basis. Some of the above issues may be addressed with drivers or with office staff, as needs are determined.

Procedures to Notify LEP Persons that Assistance is Available

There are several ways that Shoreline Metro plans to notify LEP persons in their own language that language assistance measures (through both oral and written communications) are available, including the following:

- At a minimum, public meeting notices and open house announcements will include a statement affirming that Shoreline Metro will make reasonable accommodations to translate pertinent materials into customer languages, or to provide an interpreter upon request.
- When Shoreline Metro schedules a meeting in which the target audience is expected to include LEP persons, then meeting notices, flyers, agendas, and other literature related to the meeting topic(s) will be printed in the alternative language(s) based on the known LEP population.
- Information will be sent to local organizations that work with LEP persons.
- Notices will be placed in alternative language publications and local access cable TV/radio programs (where they exist) advertising Shoreline Metro transit and paratransit services.
- “Vital documents” will be translated into Spanish and Hmong (where determined to be necessary).

Updating and Monitoring of the LEP Language Assistance Plan

This plan is designed to be flexible, and should be viewed as a work in progress. Therefore, it is important to: (1) consider whether new documents and services need to be made accessible for LEP persons; (2) monitor changes in demographics and types of services; and (3) update the LEP Language Assistance Plan when appropriate. At a minimum, Shoreline Metro will follow the Title VI Program update schedule in updating the LEP Language Assistance Plan. Each update should examine the following:

- How many LEP persons were encountered on an annual basis since the last plan?
- Are existing LEP language assistance activities meeting the needs of LEP persons? Have these activities been effective and sufficient to meet such needs?
- What is the current LEP population of the transit service area?
- Has there been a change in the types of languages where services are needed?
- Have available resources (such as technology, staff and finances) changed? Are Shoreline Metro’s financial resources sufficient to fund needed language assistance programs?
- Were any complaints received concerning Shoreline Metro’s failure to meet the needs of LEP persons?

- Do staff members understand the policies and procedures within the LEP Language Assistance Plan?
- Has Shoreline Metro fully complied with the goals of this LEP Language Assistance Plan?

There are several methods that can be used to assist in answering these questions. One method is to review customer comments and complaints to determine if services are accessible to speakers of other languages. Feedback from the LEP community will be sought through outreach events and presentations to determine the effectiveness of the plan in serving the needs of LEP persons. Census data (involving future releases from the American Community Survey) will also be reviewed as they become available to determine changes in the LEP population.

Dissemination of the LEP Language Assistance Plan

Shoreline Metro will post this LEP Language Assistance Plan on its website, www.shorelinemetro.com(.)

This plan is also available at no cost in English upon request by telephone, fax, mail or in person. LEP persons may obtain copies or translations of the plan upon request.

Any questions or comments regarding this plan should be directed to:

Derek Muench, Director
 Shoreline Metro
 608 South Commerce Street
 Sheboygan, WI 53081
 Phone: (920) 459-3140
 FAX: (920) 459-0231
 E-Mail Address: Derek.Muench@shorelinemetro.com

G. Community Outreach

Shoreline Metro has developed a comprehensive public participation plan to notify the public regarding service changes, service area changes, and changes in the fare structure. Shoreline Metro appreciates and encourages public participation efforts from citizens living within the current service area and beyond.

NOTIFICATIONS

Shoreline Metro publishes public notices in a variety of ways. Written communications are posted in the local newspapers (when applicable), on the Shoreline Metro website, the Shoreline Metro Facebook page, and internally on all Shoreline Metro revenue vehicles. Capital projects are published in the classified section of the *Sheboygan Press* whenever Shoreline Metro purchases capital projects using state or federal funds.

Press releases are issued for public input sessions for significant route revisions, changes in service, or fare increases. Public input sessions and hearings are hosted by Shoreline Metro on a per-need basis, usually in conjunction with activities provided through route planning by the City of Sheboygan's MPO, Bay-Lake Regional Planning Commission.

Postings are made at least thirty (30) days prior to the date of the public input session. Shoreline Metro also allows for at least a thirty (30) comment period on capital purchases or announced service changes before implementation.

Public input attendance and suggestions are documented in conjunction with the input session. Suggestions, ideas and comments are considered based:

- 1) Feasibility of project;
- 2) Financial capacity of Shoreline Metro; and
- 3) Practicality of implementation (greatest good for the majority),

Comments are evaluated based on these factors and incorporated based on evaluation of the criteria.

As an agency receiving federal financial assistance, we have made the following community outreach efforts:

- *SHORELINE METRO has engaged the public in its planning and decision-making processes, as well as its marketing and outreach activities.*
- *Coordinated Public Transit-Human Services Transportation Plan (Coordinated Plan).*
- *Transit Commission meetings are open to the public and public participation is encouraged.*
- *The Transportation Improvement Program (TIP) is a planning document that addresses transportation projects and programs, including public transportation. The TIP is prepared and published by Bay-Lake Regional Planning Commission. Public participation and comment is also encouraged. (Please see Appendix B for the Bay-Lake Regional Planning Commission’s Public Participation Plan for the Sheboygan MPO).*
- *Shoreline Metro has a complaint procedure process that encourages customer comments on issues, concerns or questions about Shoreline Metro’s services.*

Federal transit law, as amended by “Fixing America’s Surface Transportation” (FAST) Act (2015), requires that projects selected for under the Enhanced Mobility of Seniors and Individuals with Disabilities Program (Section 5310) be derived from a coordinated plan. The coordinated plan (first developed in 2016 and amended in 2017 and 2018) involved extensive public outreach and involvement. The next full coordinated plan will be updated in 2020.

H. Service Standards

Title VI of the Civil Rights Act of 1964, as amended, as well as subsequent legislation and regulation, seeks to ensure that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The FTA is the agency that provides oversight to Shoreline Metro’s Title VI program.

In October of 2012, the FTA released the most recent update to its Title VI Circular. This circular presents guidance and instructions for recipients of Federal financial assistance to comply with current U.S. Department of Transportation (DOT) Title VI regulations. Changes made in this revision include the addition of several requirements, including the adoption of specific service standards and policies for providers of fixed-route public transportation services, and the policy definitions of what constitutes a major service change, disproportionate burden and disparate impact. Moreover, the updates require the monitoring of these service standards and policies for compliance with Title VI provisions, including disparate-impact and disproportionate-burden effects, with consideration, awareness, and the monitoring results made by the Director of Transit & Parking for the City of Sheboygan and/or the Transit Commission.

TABLE 2 – Fixed Route Service Standards			
FTA Standard	Shoreline Metro Term	Shoreline Metro Definition	Calculation
Vehicle Headway	Frequency/Time Between Buses	Maximum scheduled time interval between buses.	Weekday peak-period and day time hours maximum wait time between buses will be 30 minutes; weekday off-peak times and Saturday times maximum wait time between buses shall be 60 minutes.

On Time Performance (OTP)	On Time Performance	Percent adherence to scheduled service.	Routes shall remain on time 95% of the time during normal circumstances (exempting weather, detours, etc.). On time performance is considered up to 5 minutes after the posted pick up times and never ahead of the posted pick up times.
Service Availability	Population served by Shoreline Metro	Percent of a population living near a Shoreline Metro bus stop.	Population living within ¼ mile of a bus stop divided by the total population in the zone. Shoreline Metro has a standard of 90% (currently 96.5%).
Vehicle Load	Load Factor	Average trips provided per bus during one (1) service hour.	Load factors of 12.00 trips per hour under normal operating circumstances with expected trips per hour to be 11.00-13.00 on an average weekday.

These service standards are specifically mentioned in Shoreline Metro’s 2012-2016 Transit Development Program (TDP) and Chapter 5 of the Update to the Year 2045 Sheboygan Area Transportation Plan (SATP), both prepared by the Bay-Lake Regional Planning Commission. Information on Shoreline Metro’s 2012 – 2016 TDP and the TDP update that is currently under preparation can be found at:

<https://baylakerpc.org/sheboygan-mpo/shoreline-metro-transit-development-program-tdp>

Shoreline Metro has also service policies for amenities and vehicles:

- Shoreline Metro will provide equitable distribution of transit shelters, maps and other resources in buses and at bus stops servicing all transit participating municipalities in the service area.
- Vehicles are assigned by ridership demand. Routes with higher ridership demands will be accommodated by 35 foot coaches with other routes utilizing 29 foot and 35 foot coaches.
- Shoreline Metro will make all its publications, service provisions, maps, policies and updates available on its website (www.shorelinemetro.com) and on its Facebook page (www.facebook.com/shorelinemetro).

TABLE 3 – Paratransit Service Standards			
FTA Standard	Shoreline Metro Term	Shoreline Metro Definition	Calculation
Vehicle Load	Load Factor	Average trips provided per bus during one (1) service hour.	Load factors of 2.35 trips per hour under normal operating circumstances with expected trips per hour to be 2.10 to 2.50 on an average weekday.

On Time Performance (OTP)	Schedule Adherence	Percent adherence to scheduled service.	Trips shall not pick up more than 15 minutes early or more than 15 minutes late with 95% of all trips provided within this window.
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Shoreline Metro also has service goals that include:

- A denial rate of 0% (100% of all trips provided within service standards as outlined in the 2014-2018 Paratransit Plan for Shoreline Metro.
- Shoreline Metro will not provide lengthy trips (trip lengths of more than 60 minutes in duration) under normal circumstances (exempting weather, construction/detours, accidents, etc.).

Shoreline Metro has established policies for major service change, disparate impact, and disproportionate burden, as shown in Table 4 below:

TABLE 4 – Major Service Changes*		
Parameters	Shoreline Metro Term	Anticipated Service Change
Span	Change in span of service on a route or routes of 1-hour or more in a single fiscal year (calendar year).	No
Frequency	Change in revenue miles on a route or routes of more than 10% in a single fiscal year (calendar year).	No
Coverage/Availability	Change in availability of route service of more than 10% in a single fiscal year (calendar year).	No
Fares	Change in adult cash fare (increase or decrease).	No

*All major service changes require a public hearing and approval from the Transit Commission before implementation.

Appendix A – Title VI Policy

The Shoreline Metro Title VI Policy is displayed in all revenue vehicles, at both public facilities for passengers and customers to view and on the Shoreline Metro website, www.shorelinemetro.com. The policy is posted in both English and Spanish. The policy states:

“Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs & activities receiving Federal financial assistance. (42 U.S.C. Section 2000d).

Shoreline Metro is committed to practicing non-discrimination. If you believe you have been subjected to discrimination you may file a complaint with the Shoreline Metro Title VI Coordinator.

For more information you may visit us at shorelinemetro.com & view the “Riders Rights” page by clicking on the Riders Services tab or you may call the Shoreline Metro Title VI Officer at 920.459.3285.”

Further, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. All employees of the SHORELINE METRO are expected to consider, respect, and observe this policy in their daily work and duties. Citizens wishing to file a Title VI complaint shall do so to the attention of the Director of Transit & Parking. In all dealings with citizens use courtesy titles (i.e. Mr., Mrs., Ms., or Miss) to address them without regard to race, color or national origin.

Appendix B – Sheboygan MPO Public Participation Plan: 2016 Update (Bay-Lake Regional Planning Commission)

The *2016 Public Participation Plan Update for the Sheboygan Metropolitan Planning Organization (MPO)* was last updated in December 2016. A link to this document can be found at:

https://baylakerpc.org/application/files/3015/2831/9332/2016_mpo_public_participation_plan.pdf

Appendix C – TITLE VI COMPLAINT FORM



**TITLE VI
COMPLAINT FORM**

SECTION I

Name Date

Address City State Zip

Phone (H) (C) (W)

Email: _____

Accessible Format Requirements? Large Print _____ Audio Tape _____ TDD _____

Other _____

SECTION II

Are you filing this complaint on your own behalf? Yes ____ No ____

[If you answered "yes" to this question, go to Section III.]

If not, please supply the name and relationship of the person for whom you are complaining:

Please explain why you have filed for a third party. _____

Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.

Yes ____ No ____

SECTION III

Have you previously filed a Title VI complaint with this agency? Yes ____ No ____

SECTION IV

Name of agency complaint is against: _____

Contact person: _____ Title: _____

Telephone number: _____

On separate sheets, please describe your complaint. You should include specific details such as names, dates, times, route numbers, witnesses, and any other information that would assist us in our investigation of your allegations. Please also provide any other documentation that is relevant to this complaint. Please include the basis of the complaint - race, color, or national origin.

Please sign here: _____ Date: _____

[Note - We cannot accept your complaint without a signature.]

Please mail your completed form to:

Title VI Coordinator
Shoreline Metro
608 S. Commerce Street
Sheboygan, WI 53081

Generally, complaints must be filed within 30 days of the alleged act of discrimination. Late filings may lead to a finding of an untimely complaint.

Appendix D – RACIAL BREAKDOWN OF TRANSIT COMMISSION



**TITLE VI
RACIAL BREAKDOWN OF COMMISSION**

Shoreline Metro is governed by an authoritative Transit & Parking Commission consisting of nine (9) members, including three (3) elected Common Council members, the Mayor, two (2) City Department Heads, and three (3) Mayoral Appointees. Aldermen are appointed to one (1) year terms, and Mayoral Appointees are appointed to three (3) year staggered terms. The three (3) City Department Heads are standing appointments.

The Transit & Parking Commission meets monthly on the third Tuesday of the month. April has been traditionally reserved for Mayoral appointments, and thus, there is no meeting during the month.

Mayoral appointments have been traditionally local business owners or citizens with transit and parking interests. Some appointments have had an interest in local government and being involved in some capacity. Most appointments have been on a referral basis.

In the past, the Transit & Parking Commission had members of a minority class. Shoreline Metro does encourage women and minorities to apply. Here is the current racial breakdown of the Transit & Parking Commission:

Commission Member	White/Caucasian	Black/African-American	Hispanic	Native American	Asian/Pacific Islander
Mayor	X				
Alderman – Chair of Finance	X				
Alderman – Chair of Public Protection & Safety	X				
Alderman – Chair of Public Works	X				
Police Chief	X				
Planning Director	X				
Citizen Appointee #1	X				
Citizen Appointee #2	X				
Citizen Appointee #3	X				

APPENDIX E – Letter Acknowledging Receipt of Complaint

Today's Date
Ms. Jo Doe
1234 Main St.
Clarksville, Tennessee 37040

Dear Ms. Doe:

This letter is to acknowledge receipt of your complaint against SHORELINE METRO alleging

_____.

An investigation will begin shortly. If you have additional information you wish to convey or questions concerning this matter, please feel free to contact this office by telephone at (920) 459-3140, or write to me at this address.

Shoreline Metro
Attn: Derek Muench, Director
608 S Commerce Street
Sheboygan, WI 53081

Sincerely,

Derek Muench
Director of Transit & Parking
Title VI Coordinator
Shoreline Metro
(920) 459-3140

APPENDIX F – Letter Notifying Complainant that the Complaint Is Substantiated

Today's Date
Ms. Jo Doe
1234 Main St.
Clarksville, Tennessee 37040

Dear Ms. Doe:

The matter referenced in your letter of _____ (date) against SHORELINE METRO alleging Title VI violation has been investigated. (An/Several) apparent violation(s) of Title VI of the Civil Rights Act of 1964, including those mentioned in your letter (was/were) identified. Efforts are underway to correct these deficiencies.

Thank you for calling this important matter to our attention. You were extremely helpful during our review of the program. ***(If a hearing is requested, the following sentence may be appropriate.)*** You may be hearing from this office, or from federal authorities, if your services should be needed during the administrative hearing process.

Sincerely,

Derek Muench
Director of Transit & Parking
Title VI Coordinator
Shoreline Metro
(920) 459-3140

APPENDIX G – Letter Notifying Complainant that the Complaint Is Not Substantiated

Today's Date
Ms. Jo Doe
1234 Main St.
Clarksville, Tennessee 37040

Dear Ms. Doe:

The matter referenced in your complaint of _____ (date) against SHORELINE METRO alleging _____ has been investigated. The results of the investigation did not indicate that the provisions of Title VI of the Civil Rights Act of 1964, had in fact been violated. As you know, Title VI prohibits discrimination based on race, color, or national origin in any program receiving federal financial assistance.

SHORELINE METRO has analyzed the materials and facts pertaining to your case for evidence of the city's failure to comply with any of the civil rights laws. There was no evidence found that any of these laws have been violated. I therefore advise you that your complaint has not been substantiated, and that I am closing this matter in our files.

You have the right to 1) appeal within seven calendar days of receipt of this final written decision from SHORELINE METRO, and/or 2) file a complaint externally with the U.S. Department of Transportation and/or the Federal Transit Administration at:

Federal Transit Administration Office of Civil Rights
Attention: Title VI Program Coordinator
East Building, 5th Floor - TCR
1200 New Jersey Ave., SE
Washington, DC 20590

Thank you for taking the time to contact us. If I can be of assistance to you in the future, do not hesitate to call me.

Sincerely,

Derek Muench
Director of Transit & Parking
Title VI Coordinator
Shoreline Metro
(920) 459-3140



KNOW YOUR RIGHTS CONOZCA SUS DERECHOS

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs & activities receiving Federal financial assistance. (42 U.S.C. Section 2000d).

Shoreline Metro is committed to practicing non-discrimination. If you believe you have been subjected to discrimination you may file a complaint with the Shoreline Metro Title VI Coordinator.

For more information you may visit us at shorelinemetro.com & view the “Riders Rights” page by clicking on the Rider Services tab or you may call the Shoreline Metro Title VI Officer at 920.459.3285

Título VI del Acta de Derechos Civiles de 1964 prohíbe la discriminación por motivos de raza, color u origen nacional en los programas y las actividades que reciban ayuda financiera federal. (42 USC Sección 2000d)

Shoreline Metro está comprometida con la práctica de no discriminar. Si usted cree que ha sido discriminado, usted puede presentar una queja ante el coordinador de Título VI de Shoreline Metro.

Para más información, se puede visitar nuestro sitio web (shorelinemetro.com) y ver la página “Rider Services” (Servicios para Pasajeros), o puede llamar al coordinador de Título VI de Shoreline Metro al 920.459.3285.

APPENDIX I – Acknowledgement of Receipt of Title VI Plan

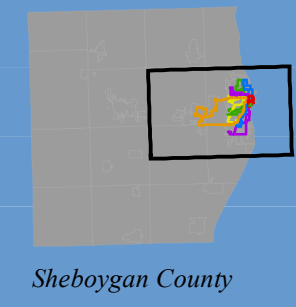
I hereby acknowledge the receipt of the SHORELINE METRO’s Title VI Plan. I have read the plan, and am committed to ensuring that no person is excluded from participation in, or denied the benefits of its transit services on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1.A.

Your signature

Print your name

Date

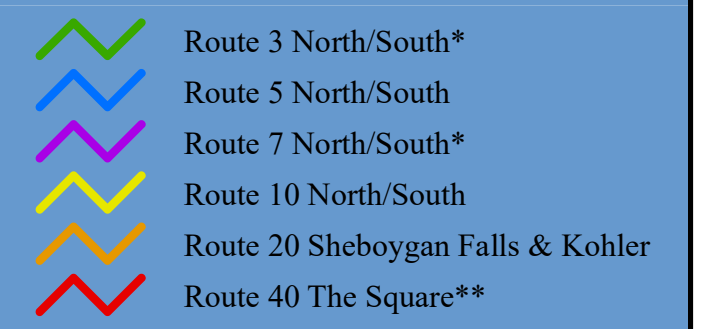
Map 1:
 Limited English Proficient (LEP) Persons
 by Census Tract and Transit Routes:
Shoreline Metro Transit Service Area



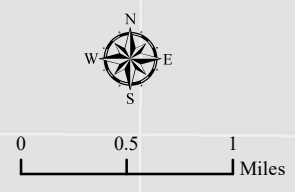
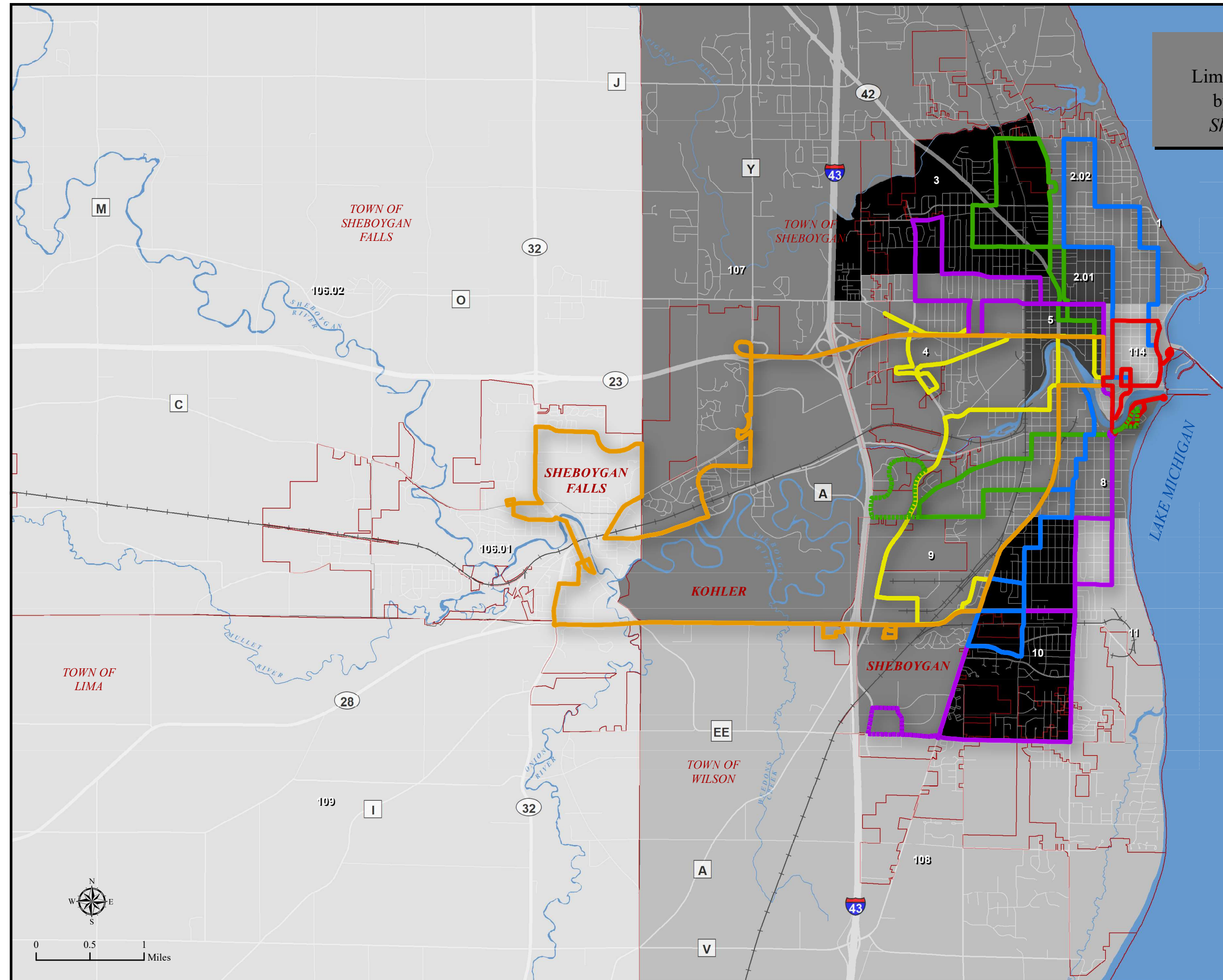
LEP Persons per Census Tract



Shoreline Metro Route Structure

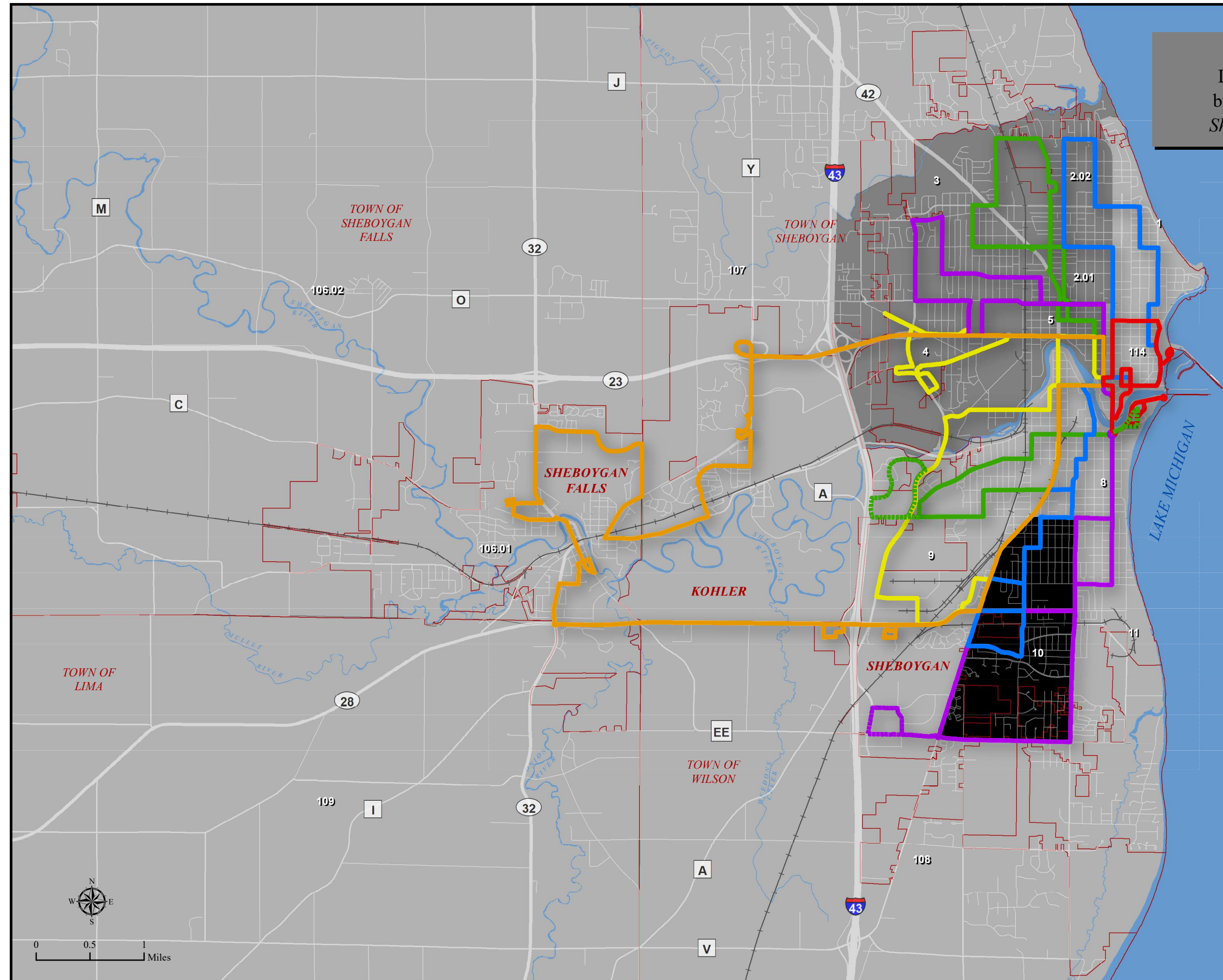
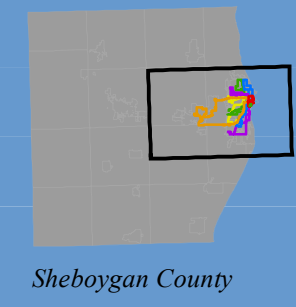


*Dashed line indicates service for parts of the day.
 **Seasonal (Mid-June to Labor Day)



Disclaimer: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information and data used for reference purposes only. Bay-Lake RPC is not responsible for any inaccuracies herein contained. Source: WDNR, 2009; US Census 2013-2017 American Community Survey; WisDOT, 2014; Sheboygan County, 2015, 2018; Shoreline Metro, 2019; and Bay-Lake Regional Planning Commission, 2019.

Map 2:
Linguistically Isolated Households
by Census Tract and Transit Routes:
Shoreline Metro Transit Service Area



Linguistically Isolated Households per Census Tract

- 0 - 49
- 50 - 99
- 100+

Shoreline Metro Route Structure

- Route 3 North/South*
- Route 5 North/South
- Route 7 North/South*
- Route 10 North/South
- Route 20 Sheboygan Falls & Kohler
- Route 40 The Square**

*Dashed line indicates service for parts of the day.
**Seasonal (Mid-June to Labor Day)

Disclaimer: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information and data used for reference purposes only. Bay-Lake RPC is not responsible for any inaccuracies herein contained. Source: WDNR, 2009; US Census 2013-2017 American Community Survey; WisDOT, 2014; Sheboygan County, 2015, 2018; Shoreline Metro, 2019; and Bay-Lake Regional Planning Commission, 2019.



DRUG, ALCOHOL & SUBSTANCE ABUSE POLICY

Approved by the Transit Commission – November 22, 2016

HISTORY:

Original Draft: October 2012

First Revision: November 2016

Second Revision: February 2018

Latest Update: October 2019

TABLE OF CONTENTS

- I. Policy3
- II. Purpose3
- III. Applicability.....3
- IV. Prohibited Substances3
 - a. Illegally Used Controlled Substances or Drugs3
 - b. Legal Drugs4
 - c. Alcohol4
- V. Prohibited Conduct4
 - a. Manufacture, Trafficking, Possession, and Use4
 - b. Intoxication/Under the Influence4
 - c. Alcohol Use4
 - d. Compliance with Testing Requirements5
 - e. Treatment Requirements.....5
 - f. Notifying the Transit System of Criminal Drug Conviction5
 - g. Proper Application of the Policy5
 - h. Release of Information6
- VI. Testing Procedures7
 - a. Employee Requested Testing.....9
 - b. Pre-Employment Testing10
 - c. Reasonable Suspicion Testing.....10
 - d. Post-Accident Testing11
 - e. Random Testing11
 - f. An Observed Collection is Required11
 - g. Return-to-Duty Testing12
 - h. Follow-Up Testing12
 - i. Blind Performance Testing.....13
- VII. Employment Assessment.....13
- VIII. Re-Entry Contracts13
- IX. System Contact14
- X. Shoreline Metro Safety Sensitive Functions & Substance Abuse Personnel.....15

APPENDIXES

- A. List of Supervisors & Other Personnel – Reasonable Suspicion Testing16
- B. Form Requesting Drug & Alcohol Testing History of Applicants17
- C. Post-Accident Decision Form18
- D. Drug-Free Workplace19
- E.

A. POLICY

The Shoreline Metro System is dedicated to providing safe, dependable, and economical transportation services to our transit system passengers. Shoreline Metro System employees are our most valuable resource and it is our goal to provide a healthy, safe working environment which promotes personal well-being. In meeting these goals, it is our policy to (1) assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; (2) create a workplace environment free from the adverse effects of drug abuse and alcohol misuse; (3) prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and (4) to encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

II. PURPOSE

The purpose of this policy is to assure worker fitness for duty and to protect our employees, passengers, and the public from the risks posed by the misuse of alcohol and use of prohibited drugs. This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. The Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 653 and Part 654, as amended, *and superseded by 49 CFR Part 655, as amended* that mandate urine drug testing and breath alcohol testing for safety-sensitive positions and prohibits performance of safety-sensitive functions when there is a positive test result. The U.S. Department of Transportation (DOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens. In addition, the Federal government published 49 CFR Part 29, "The Drug-Free Workplace Act of 1988," which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA. This policy incorporates those requirements for safety-sensitive employees and others when so noted.

III. APPLICABILITY

This policy applies to all safety-sensitive and transit system employees, paid part-time employees, contract employees, and contractors when performing any transit-related safety-sensitive business. This policy applies to off-site lunch periods or breaks when an employee is scheduled to return to work. A safety-sensitive function is any duty related to the safe operation of mass transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), dispatch, maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, and any other employee who is required to hold a Commercial Driver's License. A list of safety-sensitive positions is attached.

IV. PROHIBITED SUBSTANCES

"Prohibited substances" addressed by this policy include the following:

a. Illegally Used Controlled Substances or Drugs

The use of any illegal drug or any substance identified in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812), as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times unless a legal prescription has been written for the substance: This includes, but is not limited to: marijuana, amphetamines (includes ecstasy (MDMA)), opiates, semi-synthetic opioids: hydrocodone, oxycodone, hydromorphone; oxymorphone phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. The consumption of these products is prohibited at all times. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. A covered employee may be randomly tested for prohibited drug use anytime while on duty."

b. Legal Drugs

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a transit system supervisor. In addition, the employee must obtain a written release from the attending physician releasing the person to perform their job duties any time they obtain a performance-altering prescription.

A legally prescribed drug means that individual has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. It must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. *Prescriptions obtained legally in a foreign country may be used if there is a legitimate medical explanation for a legitimate medical use and the prescription is used with its proper and intended medical purpose. Use of a drug of abuse (e.g. heroin, PCP, marijuana) or any other substance that cannot be viewed as having a legitimate medical purpose, even if the substance is obtained legally in a foreign country is prohibited. [40.137(e)]* The misuse or abuse of legal drugs while performing transit business is prohibited.

c. Alcohol

The use of beverages containing alcohol or substances including any medication, mouthwash, food, candy, or any other substance such that alcohol is present in the body while performing transit business is prohibited. The concentration of alcohol is expressed in terms of alcohol per 210 liters of breath as measured by an evidential breath testing device.

V. PROHIBITED CONDUCT

a. Manufacture, Trafficking, Possession, and Use

Transit system employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances on transit authority premises, in transit vehicles, or while on transit authority business. Employees who violate this provision will be disciplined in accordance with established work rules. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.

b. Intoxication/Under the Influence

Any safety-sensitive employee who is reasonably suspected of being intoxicated, impaired, under the influence of prohibited substances, or not fit for duty shall be suspended from job duties pending an investigation and verification of condition. Employees found to be under the influence of prohibited substance or who fail to pass a drug or alcohol test shall be removed from duty and subject to disciplinary action in accordance with established work rules. A drug or alcohol test is considered positive if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.

c. Alcohol Use

No safety-sensitive employee should report for duty or remain on duty when his/her ability to perform assigned safety-sensitive functions is adversely affected by alcohol or when his/her breath alcohol concentration is greater than 0.02. No safety-sensitive employee shall use alcohol while on duty, in uniform while in taverns (*local policy*), while performing safety-sensitive functions, or just before or just after performing a safety-sensitive function. A safety-sensitive employee shall be subject to random alcohol test only "just prior to performing safety sensitive duties, while performing safety-sensitive duties and just after the employee has ceased performing safety sensitive

duties. No safety-sensitive employee shall use alcohol within four hours of reporting for duty, or during the hours that they are on call. Violation of these provisions is prohibited and punishable by disciplinary action up to and including termination in accordance with established work rules.

d. Compliance with Testing Requirements

All safety-sensitive employees will be subject to urine drug testing as condition of employment. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and be treated as if they had a positive test result. A test refusal includes: failing to appear for any test within a reasonable time (except for pre-employment tests); failing to remain at the testing site until the testing process is complete; failing to provide a urine or breath specimen; in the case of a directly observed or monitored collection in a drug test – failing to permit the observation or monitoring of the provision of the specimen; failing to follow the observer's instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process; wearing a prosthetic or other device that could be used to tamper with the testing process; failure to provide a sufficient amount of urine or breath when directed when it has been determined there was no medical explanation for the failure; fail or decline to take a second test the employer or collector has instructed the employee to take; failure to undergo a medical examination as part of the verification of a "shy bladder" or "shy lung"; failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process; admit to the collector or MRO that you adulterated or substituted the specimen [40.191 (a)]

An adulterated specimen is a specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine. [40.201] a dilute specimen is a specimen with creatinine and specific gravity values that are lower than expected for human urine. [40.3] a substituted specimen is a specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine. [40.3] if the MRO reports that the safety-sensitive employee has a verified adulterated or substituted test result, the employee has refused to take a test. [Subpart E 40.225(b)] Verification of these actions will result in the employee's removal from duty and disciplined in accordance with established work rules. Refusal to test is prohibited behavior and can also include an inability to provide a sufficient urine specimen or breath sample without a valid medical explanation, obstructive behavior, or physical absence resulting in the inability to conduct the test.

e. Treatment Requirements

All employees are encouraged to make use of the available resources for treatment for alcohol misuse and illegal drug use policies. Under certain circumstances, employees may be required to undergo treatment for substance abuse or alcohol misuse. Any employee who refuses or fails to comply with transit system requirements for treatment, after care, or return to duty shall be subject to disciplinary action, up to and including termination in accordance with established work rules. The cost of any treatment or rehabilitation services will be paid for directly by the employee or their insurance provider. Employees will be allowed to take sickness and accident insurance/sick leave, where applicable, and accumulated vacation leave to participate in the prescribed rehabilitation program.

f. Notifying the Transit System of Criminal Drug Conviction

All employees are required to notify the transit system of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action, up to and including termination in accordance with established work rules.

g. Proper Application of the Policy

The transit system is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination in accordance with established City Civil Service rules.

h. Release of Information

Test results may be released only under the following circumstances:

1. Shoreline Metro Transit shall release information or copies of records regarding an employee's test results to a third party only as directed by specific, written instruction of the employee.
2. Shoreline Metro may disclose information related to a test result to the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee tested.
3. Shoreline Metro may release information pertaining to an employee's drug or alcohol test without the employee's consent in certain legal proceedings. These proceedings include a lawsuit (e.g. a wrongful discharge action), grievance (e.g. an arbitration concerning disciplinary action taken by the employer), or administrative proceeding (e.g. unemployment compensation hearing) brought by, or on behalf of, an employee and resulting from a positive DOT drug or alcohol test or a refusal to test (including, but not limited to, adulterated or substituted test results). These proceedings also include a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information sought is relevant to the case and issues an order directing the employer to produce information. In such a proceeding, Shoreline Metro may release information to the decision maker in the proceeding (e.g., the court in the lawsuit). Shoreline Metro may release the information to the decision maker in the proceeding only with a binding stipulation that the decision maker to whom it is released will make it available only to parties in the proceeding. As an employer, Shoreline Metro must immediately notify the employee in writing of any information released under these provisions. [40.323(a),(b)&(d)]
4. Upon written request, Shoreline Metro must promptly provide any employee with any records in its care, custody and control relating to his/her test.
5. Shoreline Metro must release information to the National Transportation Safety Board (NTSB) about any post-accident test performed for an accident under NTSB investigation.
6. Shoreline Metro shall make available copies of all results of the substance abuse testing programs, and any other records pertaining to substance abuse testing programs when requested by USDOT or any USDOT agency with regulatory authority over Shoreline Metro.
7. Shoreline Metro will, if requested by a Federal, state or local safety agency with regulatory authority over Shoreline Metro, provide drug and alcohol test records concerning the employee. [40.331(e)]

Additionally, Shoreline Metro shall maintain records in a secure manner, so that disclosure of information to unauthorized persons does not occur. In addition to Shoreline Metro management, the collection site, laboratory, Medical Review Officer (MRO) and Substance Abuse Professional (SAP) are held to a strict degree of confidentiality. *However, by regulation, a MRO may, as part of the verification process, report drug test results and medical information to third parties without the employee's consent if: 1.) The information is likely to result in the employee being determined to be medically unqualified under an applicable DOT agency regulation, or 2.) The information indicates that continued performance by the employee of his or her safety-sensitive function is likely to pose a significant safety risk. [40.327(a)]*

The third parties that the MRO by regulation is authorized to provide information include the employer, a physician or other health care provider responsible for determining the medical qualifications of the employee under applicable DOT agency safety regulation, a SAP evaluating the employee as part of the return to duty process, a DOT agency, or the National Transportation Safety Board in the course of an accident investigation. [40.327(b)] The laboratory will only report results to the MRO. The breath alcohol technician and the MRO will only report test results to the program manager or designee and the substance abuse professional.

A MRO must provide, within 10 business days of receiving a written request from an employee, copies of any records pertaining to the employee's use of alcohol and/or drugs, including records of the employee's DOT mandated drug and/or alcohol tests. [40.329(a)]

A laboratory must provide, within 10 business days of receiving a written request from an employee, and made through the MRO, the records relating to the results of the employee's drug test (i.e., laboratory report and data package). [40.329(b)]

A SAP must make available to an employee, on request, a copy of all SAP reports. [40.329(c)]

VI. TESTING PROCEDURES

Analytical urine drug testing and breath testing for alcohol may be conducted when circumstances warrant or as required by Federal regulations. All safety-sensitive employees shall be subject to testing prior to employment, for reasonable suspicion, and following an accident as defined in Section 6.2, 6.3, and 6.4 of this policy. In addition, all safety-sensitive employees will be tested prior to returning to duty after failing a drug or alcohol test and after completion of the Substance Abuse Professional's recommended treatment program. Follow-up testing will also be conducted following return to duty for a period of one to five years, with at least six tests performed during the first year.

Those employees who perform safety-sensitive functions as defined in the attachment to this policy shall also be subject to testing on a random, unannounced basis.

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (DHHS). All testing will be conducted consistent with the procedures put forth in 49 CFR Part 40, as amended. *In drug testing, a split specimen is required for USDOT covered safety-sensitive employees. [40.71(a)] A split specimen collection is a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result. [40.201] At the time of specimen collection, the safety-sensitive employee will be required to provide positive identification by means of photo identification or by positive identification by an employer representative. [40.61(c)] Specimen donors will also be requested by collection site personnel to remove outer clothing and other belongings that could be used to conceal items or substances that could be used to tamper with a specimen. [40.61(f)] Specimen donors will be required to empty their pockets and display the items in them to ensure that no items are present which could be used to adulterate a specimen. [40.61(f)(4)]*

The drugs that will be tested for include marijuana, cocaine, opiates, semi-synthetic opioids: hydrocodone, oxycodone, hydromorphone; oxymorphone amphetamines (includes ecstasy (MDMA)), and phencyclidine. *The employer must direct an immediate collection under direct observation with no advance notice to the employee, if: 1.) The laboratory reported to the MRO that a specimen is invalid, and the MRO reported to the employer that there was not an adequate medical explanation for the result, or 2.) The MRO reported to the employer that the original positive, adulterated, or substituted test result had to be canceled because the test of the split specimen could not be performed, or 3.) The employer must direct a collection under direct observation if the test is a return-to-duty or a follow-up test, or*

4.) The collection site personnel observe materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen, or 5.) When the collection site personnel observe the temperature of the original specimen was out of range, or 6.) When the original specimen appeared to the collection site personnel to have been tampered with. [40.67(a)]

A re-collection will be required for cases when: 1.) The laboratory reports to the MRO an "Invalid Result", or 2.) The laboratory reports to the MRO the result as "Rejected for Testing", or 3.) The laboratory's test of the primary specimen is positive, adulterated, or substituted and the split specimen is unavailable for testing. [40.201]

If an employee has not provided a sufficient specimen within three hours of the first unsuccessful attempt to provide the specimen, the collection site personnel must discontinue the collection. The collector must fax copies of the custody and control form to the MRO and the employer within 24 hours or the next business day. The employer, after consulting with the MRO, will direct the employee to obtain, within five working days, an evaluation from a licensed physician, acceptable to the MRO, who has expertise in the medical issues raised by the employee's failure to provide a sufficient specimen. The MRO will provide the following information to the examining physician: 1.) That the employee was required to take a DOT drug test, but was unable to provide a sufficient amount of urine to complete the test, 2.) The consequences of the appropriate DOT agency regulation for refusing to take the required drug test, 3.) That the referral physician must agree to follow the requirements of: a.) As a referral physician conducting the investigation, recommend that the MRO make one of the following determinations:

- i.) A medical condition has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of urine,
- ii.) There is not an adequate basis for determining that a medical condition has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of urine, b.) For the purposes of this examination, a medical condition an ascertainable physiological condition (e.g. urinary system dysfunction) or a medically documented pre-existing psychological disorder, but does not include unsupported assertions of "situational anxiety" or dehydration, c.) The referral physician must provide a written statement of his/her recommendations and the basis for them to the MRO, d.) If the referring physician determines in the case of a pre-employment test that the employee's medical condition is a serious and permanent or long-term disability that is highly likely to prevent the employee from providing a sufficient amount of urine for a very long or indefinite period of time, the referring physician must set forth his/her determination and the reasons for it in the written statement to the MRO. 4.) The MRO consider and assess the referral physician's recommendations in making his/her determination about whether the employee has a medical condition that has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of urine. If the MRO reports to the employer that the test is cancelled, then no further action is taken with respect to the employee and the employee remains in the random testing pool. [40.193(b)-(d)]

An initial drug screen will be conducted on each urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40, as amended. Specimen validity testing will be conducted on each urine specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

Each primary specimen must be tested for creatinine, pH, and substances that may be used to adulterate the specimen. [40.207(c)] When the MRO receives a confirmed positive, adulterated, substituted, or invalid test result from laboratory, they must contact the employee directly on a confidential basis to determine whether the employee wants to discuss the test result. If the employee declines to discuss the result, the MRO will verify the test as positive or as a refusal to test because of adulteration or substitution, as applicable. [40.131(a)]

Employees have an obligation to contact the MRO, as directed by the reasonable efforts (a minimum of three attempts reasonably spaced over a 24 hour period) to contact the employee by the employer. [40.131(d)(2)]

Employees may be required to undergo physical evaluations at the direction of the MRO as a part of this verification process. [40.135(c)]

The MRO must report drug test results and medical information learned as part of the verification process to third parties without the employee's consent if the MRO determines in their reasonable medical judgment that: 1.) The information is likely to result in the employee being determined to be medically unqualified under an applicable DOT agency regulation, 2.) The information indicates that continued performance by the employee of his or her safety-sensitive function is likely to pose a significant safety risk. The third parties to whom the MRO is authorized by regulation to provide information include the employer, a physician or other health care provider responsible for determining the medical qualifications of the employee under an applicable DOT agency safety regulation, a SAP evaluating the employee as part of the return to duty process, a DOT agency, or the National Transportation Safety Board in the course of an accident investigation. [40.327(a)&(b)]

Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved testing device operated by a trained technician. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test will be performed using a NHTSA-approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT). A safety-sensitive employee who has a confirmed alcohol concentration of greater than 0.02 but less than 0.04 will be removed from his/her position for eight hours unless a retest results in a concentration measure no greater than 0.02.

As an employee, you are considered to have refused to take an alcohol test if you: 1.) Fail to appear for any test within a reasonable time, as determined by the employer, after being directed to do so by the employer, ,(except for pre-employment) or 2.) Fail to remain at the testing site until the testing process is complete, or 3.) Fail to attempt to provide a saliva or breath specimen, as applicable, for any test required, or 4.) Fail to provide a sufficient breath specimen, and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure, or 5.) Fail to undergo a medical examination or evaluation, as directed by the employer as part of the insufficient breath procedures, or 6.) Fail to sign the certification at Step 2 of the ATF (alcohol testing form). [40.261(a)]

As an employee, if you refuse to take an alcohol test, you incur the same consequences under DOT regulations as those for a violation of those regulations. [40.261(b)]

The inability to perform safety-sensitive duties due to an alcohol test result of greater than 0.02 but less than 0.04 will be considered an unexcused absence subject to transit system disciplinary procedures. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy and a violation of the requirements set forth in 49 CFR Part 654 for safety-sensitive employees. *Alcohol test refusal is punishable by disciplinary action up to and including discharge in accordance with established work rules. [Work rule]*

Any safety-sensitive employee that has a confirmed positive alcohol test will be removed from his/her position, informed of educational and rehabilitation programs available, and referred to a Substance Abuse Professional (SAP) for assessment. A positive drug and/or alcohol test will also result in disciplinary action up to and including termination in accordance with established work rules. The transit system affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process.

a. Employee Requested Testing

Any safety-sensitive employee who questions the results of a required drug test under paragraphs 6.2 through 6.7 of this policy may request that the split sample be tested. This test must be conducted at a different DHHS-certified

laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the original sample. All costs for such testing are paid by the employee unless the result of the split sample test invalidates the result of the original test. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee. A safety-sensitive employee may volunteer for a breath alcohol test subsequent to an accident. *(Local policy)*

b. Pre-Employment Testing

All safety-sensitive position applicants shall undergo urine drug testing immediately following the offer of employment or transfer into a safety-sensitive position. Receipt by the transit system of a negative drug test result is required prior to employment. Failure of a pre-employment drug test will disqualify an applicant for employment and the applicant will be referred to an SAP (Substance Abuse Professional for assessment. The cost for any assessment and any subsequent treatment will be the sole responsibility of the individual. *Additionally, all safety-sensitive position applicants will provide written consent to allow for Shoreline Metro to request information about the employee from prior employers for the period during the two years before the date of the employee's application or transfer in the following areas: 1.) Alcohol tests with a result of 0.04 or higher alcohol concentration, 2.) Verified positive drug tests, 3.) Refusals to be tested (including verified adulterated or substituted drug test results), 4.) Other violations of DOT agency drug and alcohol testing regulations and, 5.) With respect to any employee who violated a DOT drug and alcohol regulation, documentation of the employee's successful completion of DOT return-to-duty requirements (including follow-up tests).*

If the previous employer does not have information about the return-to-duty process (e.g. an employer who did not hire an employee who tested positive on a pre-employment test), Shoreline Metro must seek to obtain this information from the employee. If the employee refuses to provide written consent for information, Shoreline Metro must not permit the employee to perform safety-sensitive functions. [40.25(a),(b)&(g)]

Individuals hired for safety-sensitive positions who had a positive drug and/or alcohol test with a prior employer in the past two years, received a negative result on the Shoreline Metro pre-employment drug test and have not successfully completed a treatment program as evidenced by a return to duty statement from an SAP followed by a negative return-to-duty test, must successfully complete SAP directed treatment at their own expense, receive a return to duty recommendation from a SAP and complete a negative return-to-duty test before assuming safety-sensitive duties with Shoreline Metro. Such new/transferred safety-sensitive employees will be subject to follow-up testing as recommended by the SAP. (Local policy) Any falsification of information in an application or interview for employment, including, but not limited to, information concerning prior DOT mandated drug and alcohol tests, will be grounds for immediate dismissal from employment. (Work rule)

Should a safety-sensitive employee or applicant be unavailable to perform job duties for a period of ninety (90) days or more, and was removed from the random pool, the employee will be required to submit to a pre-employment drug screen and produce a negative result, prior to returning to their safety-sensitive job duties. Employee's transferring into a safety-sensitive position will be required to submit and pass a pre-employment drug test prior to the transfer.

When an employee is notified, he or she must proceed immediately to the collection site. *Immediately* means that after notification, all the employee's actions must lead to an immediate specimen collection.

c. Reasonable Suspicion Testing

All safety-sensitive employees may be subject to urine and/or breath testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made on the basis of specific, contemporaneous, articulable observations, concerning the appearance, behavior, speech or body odor of the safety-sensitive employee. A safety-sensitive employee shall be subject Reasonable alcohol testing only “just prior to performing safety sensitive duties, while performing safety-sensitive duties and just after the employee has ceased performing safety sensitive duties.

Reasonable suspicion referrals must be made by a supervisor who is trained to detect the signs and symptoms of drug and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse.

d. Post-Accident Testing

All safety-sensitive employees will be required to undergo urine and breath testing if they are involved in an accident with a Shoreline Metro vehicle (regardless of whether or not the vehicle is in revenue service) that results in a fatality. This includes all surviving safety-sensitive employees that are operating in the vehicle and any other whose performance could have contributed to the accident. In addition, a post-accident test will be conducted if an accident results in injuries requiring immediate transportation to a medical treatment facility; or one or more vehicles incurs disabling damage. Required non-fatal post-accident testing will be required unless the employer determines, using the best information available at the time of the decision to test, that the employee's performance can be completely discounted as a contributing factor to the accident

Following an accident, the safety-sensitive employees will be tested as soon as possible, but not to exceed eight hours for alcohol testing and 32 hours for drug testing. Any safety-sensitive employee involved in an accident must refrain from alcohol use for eight hours following the accident or until he/she undergoes a post-accident alcohol test. A safety-sensitive employee involved in an accident may volunteer for a breath alcohol test subsequent to that accident.

Any safety-sensitive employee who leaves the scene of the accident without justifiable explanation prior to submission to drug and alcohol testing will be considered to have refused the test and treated as if they had a positive test result. Justifiable means “An employee may leave the scene of an accident to receive necessary medical treatment or to obtain assistance in responding to the accident or to obtain medical assistance for the injured.” Employees tested under this provision will include not only the operations personnel, but any other covered employee whose performance could have contributed to the accident.

e. Random Testing

Employees in safety-sensitive positions will be subjected to random, unannounced testing. The selection of safety-sensitive employees for random drug and alcohol testing will be made using a scientifically valid method that ensures each covered employee that they will have an equal chance of being selected each time selections are made. The random tests will be unannounced and spread throughout the year. Two testing pools will be established, one for alcohol testing and one for drug testing.

f. An observed collection is required when:

1. The employer or DER directs the collector (or collection site) to conduct a collection under direct observation.

Note: The employer is required to conduct a directly observed collection when:

2. The laboratory reports an invalid specimen and the MRO reports that there was not an adequate medical explanation for the result.

3. Because the split specimen test could not be performed (e.g., split lost, inadequate volume).
4. The MRO reports a negative-dilute result with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL.
5. The test is a return-to-duty or follow-up test.

Note: An employee may not “volunteer” to have his or her specimen collected under direct observation.

1. The collector observed materials brought to the collection site or the employee’s conduct clearly indicated an attempt to tamper with a specimen.
2. The temperature on the original specimen was out of range or the specimen appeared to have been tampered with.

Note: The collector may serve as the observer when the collector is the same gender as the employee. If not, the collector must call upon another individual (who is the same gender as the employee) to act as the observer. The collector must verbally instruct the observer as to the procedures the observer must follow and specifically inform the observer not to take the specimen from the employee, but have the employee bring it to the collector. It is recommended that the collector have a short written outline of the procedures to be used for an observed collection, review these procedures with the observer, and provide a copy of the written procedures to the observer, if the observer requests it.

An observed collection is conducted in the following manner:

1. The collector must explain to the employee why a directly observed collection is being conducted. If the directly observed collection is requested by the employer, the collector may state the reason (if known) or may only state that the employer requested a directly observed collection.
2. The collector must complete a new CCF for the directly observed collection and mark the “reason for test” block (Step 1) the same as for the first collection (unless it is a return-to-duty or follow-up test).
3. The collector then checks the “Observed, (Enter Remark)” box and enters the reason in the “Remarks” line (Step 2) and the name of the observer if it is someone other than the collector.
4. In a case where two sets of specimens are being sent to the laboratory because of suspected tampering with the first specimen, the collector enters on the “Remarks” line of the CCF (Step 2) for each specimen a notation to this effect (e.g., collection 1 of 2, or 2 of 2) and the CCF specimen ID number of the other specimen.
5. The collector, if the same gender as the employee, or the same gender observer enters the restroom or facility where urination occurs with the employee. The observer must request the employee to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist, just above the navel; and lower clothing and underpants to mid-thigh; and to show the observer – by turning around – that the employee does not have a prosthetic device. After the observer has determined that the employee does not have such a device, the observer may permit the employee to return clothing to its proper position and then conduct the observed collection.

g. Return-to-Duty Testing

All safety-sensitive employees who previously tested positive on a drug or alcohol test must test negative not in excess of 0.02 for alcohol and be evaluated and released to duty by the Substance Abuse Professional before returning to work.

h. Follow-Up Testing

Safety-sensitive employees will be required to undergo frequent, unannounced, random urine and/or breath testing following their return to duty. The follow-up testing will be performed for a period of one to five years as determined by a Substance Abuse Professional with a minimum of six tests to be performed the first year.

VII. EMPLOYMENT ASSESSMENT

Any safety-sensitive employee who tests positive for the presence of illegal drugs or alcohol above the minimum thresholds set forth in 49 CFR Part 40, as amended, or refuse a drug or alcohol test, will be referred for evaluation by a Substance Abuse Professional (SAP). *A list of substance abuse professionals is attached.* The SAP will evaluate each employee to determine what assistance the employee needs in resolving problems associated with prohibited drug use or alcohol misuse.

Assessment by a SAP or participation in the company's Employee Assistance Program does not shield an employee from disciplinary action or guarantee employment or reinstatement with the transit system. The Shoreline Metro Disciplinary Code should be consulted to determine the penalty for performance-based infractions and violation of policy provisions.

If a safety-sensitive employee is allowed to return-to-duty, he/she must properly follow the rehabilitation program prescribed by the SAP, the employee must have negative return-to-duty drug and alcohol tests, and be subject to unannounced follow-up testing for a period of one to five years. The cost of any treatment or rehabilitation services will be paid directly by the employee or their insurance provider.

Employees will be allowed to take sickness and accident insurance benefits/sick leave, where applicable, and accumulated vacation leave to participate in the prescribed rehabilitation program.

VIII. RE-ENTRY CONTRACTS

Employees who re-enter the workforce must agree to a re-entry contract. That contract may include (but is not limited to):

1. A release to work statement from the Substance Abuse Professional.
2. A negative test for drugs and/or alcohol.
3. An agreement to unannounced frequent follow-up testing for a period of one to five years with at least six tests performed the first year.
4. A statement of work-related behaviors.
5. An agreement to follow specified after care requirements with the understanding that violation of the re-entry contract is grounds for termination.
6. The re-entry constitutes the first and final opportunity for re-employment under this policy for a five year period as of the contract date.
7. The first and final re-entry for re-employment under this policy will be with restored seniority and no loss of accrued benefits.

IX. SYSTEM CONTACT

Any questions regarding this policy or any other aspect of the drug free and alcohol-free transit program should contact the following transit system representative:

Program Manager:

Roland Knorr
 Shoreline Metro
 608 S Commerce Street
 Sheboygan, WI 53081
 Phone: (920) 459-3281
 FAX: (920) 459-0231

Employee Assistance Program:

Aurora Health Care
 2640 N 6th Street
 Sheboygan, WI 53081
 Phone: 800-236-3231

Designated Employer Representative:

Roland Knorr
 Shoreline Metro
 608 S Commerce Street
 Sheboygan, WI 53081
 Phone: (920) 459-3281
 FAX: (920) 459-0231

Medical Review Officer:

Kevin Edwards M.D.
 19525 Janacek Court, Suite 103
 Brookfield, WI 53045
 Phone: 866-953-1065
 FAX: 262-784-1065

Substance Abuse Professional:

Peter Moran
 Aurora Medical Center
 2640 N 6th St.
 Sheboygan, WI 53081
 Phone: 800-236-3231

X. SHORELINE METRO SAFETY SENSITIVE FUNCTIONS & SUBSTANCE ABUSE POLICY PERSONNEL

Director *(If performs dispatch functions)*

Operations Supervisor *(If performs dispatch or driver functions)*

Dispatcher *(If performs dispatch or driver functions)*

Maintenance Supervisor

Full-Time Bus Drivers

Part-Time Bus Drivers

Paratransit Bus Drivers

Mechanic

Hostler

Contract Personnel:

Security personnel carrying firearms

Bus drivers *(If applicable)*

Policy approved by the Sheboygan Transit Commission in revised form on November 22, 2016 to become effective on January 1, 2017.

APPENDIX A

LIST OF SUPERVISORS & OTHER OFFICIALS RESPONSIBLE FOR REASONABLE SUSPICION TESTING DECISIONS

- 1) Director of Transit & Parking
- 2) Operations Supervisor – AM
- 3) Operations Supervisor – PM

APPENDIX B

FORM REQUESTING DRUG & ALCOHOL TESTING HISTORY OF APPLICANTS



CONSENT - RELEASE OF INFORMATION
PREVIOUS EMPLOYERS – FEDERAL & STATE REGULATIONS

SECTION 1: TO BE COMPLETED BY APPLICANT

DATE: _____ Social Security Number: _____

I, _____, hereby authorize _____ to release all information on my alcohol/controlled substance testing/training records to the Shoreline Metro Director of Transit & Parking, in accordance with 49 CFR Part 40.25:

“Records shall be made available to subsequent employer upon receipt of a written request from the covered employee. Subsequent disclosure by the employer is permitted only as expressly authorized by the terms of the covered employee’s request. An employer shall release information regarding a covered employee’s record as directed by the specific written consent of the employee authorizing release of information to an identified person.”

Did you ever apply for an be refused employment due to refusal to test, failure to test or adulteration of specimen? YES NO

Signature of Applicant: _____

SECTION 2: TO BE COMPLETED BY PREVIOUS EMPLOYER #1 (MOST RECENT)

The above referenced individual has applied for employment with the City of Sheboygan and has given your name as a former employer. The individual, if hired, will be required to operate a commercial motor vehicle. In accordance with regulations promulgated by the U.S. Department of Transportation, the City of Sheboygan is entitled to obtain Alcohol and Controlled Substance Testing information for this individual from previous employers.

While employed by your company, has the above mentioned individual:

- Submitted to an Alcohol Test and the results indicated a concentration greater than zero? YES NO
- Submitted to a Controlled Substance Test with a positive test result? YES NO
- Refused to submit to an Alcohol or Controlled Substance test? YES NO
- If the individual had an positive test results, did the individual complete all SAP recommended program requirements and follow-up testing? YES NO

Completed by: _____ Date: _____

Position Title: _____ Phone: _____

Your cooperation is appreciated. Please return this completed form to:
Shoreline Metro, 608 S Commerce Street, Sheboygan, WI 53081
You may fax confidentially to (920) 459-0231. Thank you in advance for your assistance.

APPENDIX C

POST ACCIDENT DECISION FORM



Post-Accident Drug & Alcohol Testing Document

Accident Details

Accident Date:		Operator Name:		Badge Number:		Classification: DRIVER	
Accident Location:				Nearest Cross Street:			City:
Vehicle Number:		Route:	Run Number:	Time: : AM PM	Direction Traveling:		Number of Passengers on Board:

Drug and Alcohol Testing

Employee was given a drug and/or alcohol test: Yes (Complete remainder of form) No (Did not meet criteria, STOP)

Drug and Alcohol test **MUST** be performed as a result of: (Check appropriate box)

- FATALITY** – Occurrence associated with the operation of a vehicle where an individual dies.
- INJURIES** – One or more individuals including driver receive medical treatment away from the scene of the accident and transported immediately from the scene of the accident.
- DISABLING DAMAGE** – One or more vehicle(s) suffered disabling damage and required towing from the scene of the accident.
- SUPERVISOR DECISION** - Using the information available, the covered employee's performance cannot be completely discounted as a contributing factor to the accident.
- REASONABLE SUSPICION** – Specific observations by the supervisor concerning the employee's current appearance, behavior, speech, and smell (eyes, breathe, disorientation, slurred words, etc).

Test Conducted: Alcohol Date _____ Time _____ : _____ AM PM
 Drug Date _____ Time _____ : _____ AM PM

Alcohol test was performed within **(2) two hours** from the time of the accident: Yes No (Please explain below)

Alcohol test was performed within **(8) eight hours** from the time of the accident: Yes No (Please explain below)

Drug test was performed within **(32) thirty two hours** from the time of the accident: Yes No (Please explain below)

Please explain: _____

Additional Supervisor Comments: _____

Supervisor Signature: _____ Date: _____

APPENDIX D**DRUG-FREE WORKPLACE****DRUG-FREE WORKPLACE ACT**

As a federally funded agency, Shoreline Metro is required to comply with the provisions of the Drug-Free Workplace Act of 1988. Shoreline Metro receives federal funds from the Federal Transit Administration (U.S. Department of Transportation).

Disciplinary action up to and including termination will result for any Shoreline Metro employee found in the workplace in any of the following activities:

- Manufacture of a controlled substance;
- Dispensing of a controlled substance;
- Possession of a controlled substance;
- Use of a controlled substance;

Any Shoreline Metro employee convicted for a violation of a criminal drug statute occurring in the workplace must notify Shoreline Metro, in writing, of the conviction no later than five (5) calendar days after such conviction.

All Shoreline Metro employees will abide by the terms of this notice required by the Drug-Free Workplace Act of 1988.

CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 3.2 Plans and Programs for Shoreline Metro

REPORT PREPARED BY: Derek Muench, Director of Transit & Parking

REPORT DATE: 12/4/19

MEETING DATE: 12/17/19

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Shoreline Metro maintains many plans and programs as a requirement of receiving federal (FTA) funds to operate public transit services. In preparation for Shoreline Metro’s next triennial review scheduled for some time in 2020, several plans and programs have been updated and are presented today for consideration and approval. These plans are maintained and implemented by the Director of Transit & Parking.

STAFF COMMENTS:

The Director of Transit & Parking presents the following plans and programs for consideration, review and approval. All policies, procedures and best practices are in accordance with federal regulations and any other statutes. The Director serves as the oversight for these programs and plans and assures compliancy of policies on behalf of the Transit Commission.

- A) Drug, Alcohol and Substance Abuse Policy
 - a. Updated based on new requirements by FTA
 - b. Policy is compliant with FTA requirements
- B) Procurement Policy
 - a. Updated based on new thresholds for project amounts by FTA
 - b. Policy is compliant with FTA requirements
- C) Title VI Program
 - a. Updated for calendar year 2020 submission;
 - b. Program is uploaded to FTA every three years;
 - c. No major changes to the program;
 - d. Updated Limited English Proficiency (LEP) data and maps;

ACTION REQUESTED:

Motion to accept the plans and programs as presented by the Director of Transit and Parking and authorize implementation of plans and programs in accordance with FTA requirements by the Director of Transit and Parking.

ATTACHMENTS:

- I. Drug, Alcohol and Substance Abuse Policy;
- II. Procurement Policy
- III. Title VI Program

DIRECTOR OF TRANSIT AND PARKING

POSITION PURPOSE



CITY OF SHEBOYGAN

Our Mission is to provide residents, the business community, and visitors with fiscally responsible municipal services in an effective and responsive manner to meet the needs of our diverse community.

Our Vision is to be a family-oriented and prosperous community with a wide variety of housing, business, cultural, and recreation opportunities in safe and attractive neighborhoods.

Our Values guide all actions and reflect what we require of our employees and expect from our elected officials. These core values set the high standard to which we expect to be measured.

Our Culture promotes an experience that is fast-paced, challenging and unpretentious while providing high-quality, meaningful services for the citizens of the City of Sheboygan.



GENERAL PURPOSE OF POSITIONS

City of Sheboygan employees uphold and promote the mission, vision, and core values of the City of Sheboygan, and work to fulfill the six main principles of the Strategic Plan through these essential competencies:

- Respect
- Accountability
- Teamwork
- Innovation
- Fiscal Responsibility
- Service

Respect: Treating people with dignity and an attitude of caring and understanding. Showing genuine consideration for others; valuing each individual as an individual.

Accountability: This value reflects our first and most important responsibility. Our competence is measured and, in fact, reinforced through active engagement of those we serve. We maintain an organizational reputation for openness, accountability, and integrity.

Teamwork: We are a team that emphasizes high levels of trust, full cooperation, and a commitment to thorough, effective communications within our city organization. We encourage employees to exercise independent judgment in meeting customer needs through professional behavior always consistent with our values.

Innovation: We acknowledge the weaknesses within government and create ethical, forward thinking solutions to overcome them. We identify, develop, and deploy leading edge technology, employee development programs, and process improvement tools.

Fiscal Responsibility: Proper use of public resources is a trust we continually guard. In management of this trust, we must avoid even the appearance of impropriety. In management of public funds, we constantly strive for the greatest possible efficiency, effectiveness, and quality outcome.

Service: Our primary duty is to the people we serve. We are accessible, consistent, responsive, and understanding. We provide assistance beyond our customers' expectations, and we find effective solutions to problems that they bring to our attention.

DIRECTOR OF TRANSIT AND PARKING

POSITION PURPOSE



TRANSIT UTILITY (SHORELINE METRO)

Under the direction of the Director of Transit & Parking, Shoreline Metro provides fixed route and paratransit public transit services to a metropolitan area of 70,000 including the cities of Sheboygan and Sheboygan Falls and the Village of Kohler. Annually, over 600,000 rides are provided covering over 500,000 service miles on 11 fixed routes and five school day trippers. Metro Connection, a division of Shoreline Metro, provides demand-responsive trips to individuals with disabilities or over 60 years of age. Over 34,000 rides are provided annually covering over 200,000 miles. This program is administered by the Transit Utility.

Statement of Purpose/Mission

The function of Shoreline Metro is to provide the Sheboygan Urbanized Area with a safe, reliable, affordable and courteous alternative to transportation through the efforts of dedicated, well-trained employees to increase the quality of life and complement economic growth.

The Parking Utility is under the authority of the Sheboygan Transit Commission and is a division of the Transit and Parking Department. The Parking Utility maintains all public parking in downtown, Riverfront, South Pier and Heritage Square including on- and off-street metered, reserved parking and off-street free parking options. The Parking Utility maintains over 15 public parking lots, 20 blocks of on-street parking meters, 500 off-street parking meters, several acres of lawn maintenance at the Industrial Park, weed control in downtown, and flower planter watering and maintenance. This program is administered by the Transit Department.

PARKING UTILITY

Statement of Purpose/Mission

The function of the Parking Utility is to support the City of Sheboygan by providing safe, friendly, convenient and affordable parking services through superior customer service, professional management and financially sustainable practices.

Staff Expectations

The foremost item in every employee's job description is to handle problems and adversity with a positive attitude. That includes personal conflicts with others in the organization, design flaws in procedures, system breakdowns, and all the other many mess ups and frustrations that can happen in this agency. All staff needs to help smooth the rough spots instead of making them worse through negativity. Staff needs to figure out a way to be in control, composed, and genuinely friendly. Never treat customers as if they were one more problem or as if you are not pleased to have them here.

Equal Opportunity Employer

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer in compliance with the Americans with Disabilities Act, and the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

DIRECTOR OF TRANSIT AND PARKING

POSITION PURPOSE



POSITION DESCRIPTION



Title:	Director of Transit & Parking
Direct Supervisor:	City Administrator/ Transit Commission
Department:	Transit Utility
Version Date:	December 17, 2019
Salary Grade:	U
FLSA Status:	Exempt Non-represented

Position Summary

This position is a department head position, fully responsible for leadership and management in directing the daily operations of both the Parking Utility and Shoreline Metro. Work involves complete responsibility for planning, organizing, coordinating, and directing the operation of municipal parking and the transit system. General supervision is given to all parking and transit employees; however, responsibility for direct supervision is given to subordinate supervisory personnel. Problems that arise are to be resolved by the use of independent judgment and knowledge of department operations. Work involves responsibility for planning, organizing, coordinating and directing daily operations within Federal, State and local operating parameters.

Essential Duties & Responsibilities

1. Develops annual operating and capital budgets for the parking and transit utilities;
2. Prepares and administers operating & capital grants from FTA and/or WisDOT;
3. Reviews with Finance Department, office bookkeeping and financial records and ensures compliance with local, state and federal audit standards;
4. Oversees supervision of transit and parking office personnel, bus drivers, mechanics, cleaning personnel, maintenance personnel and supervisors;
5. Maintain and report on an annual Transit Asset Management Plan (TAMP) for Shoreline Metro;
6. Reviews financial reports, bill payments, time cards;
7. Assists in labor negotiations and handles second step of grievance procedure;
8. Oversees transit's DBE, Title VI, ADA and EEO programs and is the Chief Officer and Coordinator for these programs;
9. Acts as the Complaints Resolution Officer for Shoreline Metro;
10. Assists in the development of bid specifications for all equipment and vehicles;
11. Formulates departmental policies and procedures, rules and regulations and other directives to achieve efficient system operation;
12. Oversees the recruitment and onboarding of new employees and assists with development and training;
13. Other related work as required.

Supervisory Responsibilities

Responsible for supervising all Transit and Parking Staff.

Qualification Requirements

1. Thorough understanding of Federal Transit Administration and Wisconsin Department of Transportation laws, regulations, and best practices related to public transit;

DIRECTOR OF TRANSIT AND PARKING

POSITION PURPOSE



2. Thorough understanding of funding and budgeting for a municipal transit system;
3. Thorough understanding of route planning and transit operations;
4. Thorough understanding of Americans with Disabilities Act (ADA), Title VI, DBE and EEO compliance as it relates to a municipal transit system;
5. Thorough understanding of labor relations within a union environment;
6. Thorough understanding of Microsoft Office, WordPress, and applications using a web browser;

Education & Experience

1. Graduation from a college or university with a minimum Bachelor's degree in Public Administration, Finance, Business Administration or closely related field.
2. Six or more years of experience of increasing professional responsibilities in a transportation-related organization.
3. At least three years of supervisory experience as a transportation manager or assistant director level.

Knowledge Skills & Abilities Required

1. Knowledge of the modern principles of transit management including knowledge of federal, state, and local laws governing transit systems;
2. Knowledge of transit system equipment (buses, dispatch radios, and fare boxes) and operations. Ability to determine efficient bus routes and schedules and to analyze transit needs of the community;
3. Considerable knowledge of administrative, managerial, and supervisory principles and practices;
4. Ability to plan, organize, implement and evaluate transit system programs. Ability to effectively present and communicate to the Common Council, staff, and general public (public communication and relations skills);
5. Ability to establish and maintain effective working relationships with staff, employees and general public;
6. Ability to interpret and implement planning and procurement required for federal funding. Procurement principles dictate prompt purchasing of goods and services;
7. Ability to develop and teach basic defensive driving, passenger relations, and emergency procedures for all new employees;
8. Develop and maintain positive collaborations with community organizations that are mutually beneficial to customers, the Transit System and community agencies;
9. Ability to provide administrative support for the City of Sheboygan Emergency Operations Center or other city departments during declared states of emergency.

Pre-Employment

- Must pass a State of Wisconsin Department of Motor Vehicle background check with no DUI convictions within the past ten (10) years.
- Must pass a State of Wisconsin Criminal background check.

Post Job Offer Requirements

- Must pass a physical examination and maintain those standards as a condition of employment.
- Must pass a DOT drug test.

DIRECTOR OF TRANSIT AND PARKING

POSITION PURPOSE



Language Skills

Excellent interpersonal and communication skills required. Multi-lingual abilities are an asset.

Mathematical Skills

Basic knowledge of basic mathematical principles

Reasoning Ability

Ability to act, make decisions, and justify action based on rational thought, good judgment, and logical thought.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions. General working conditions are 75% in a general office setting, 10% on Shoreline Metro vehicles or in a general dispatching capacity, 10% outside assisting with Parking Utility duties and 5% dedicated to traveling/overnight stays.

Other Information

This job description includes the major duties and responsibilities of the job and is not to be construed as all-inclusive. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or is a logical assignment to the position.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

My signature below is both an acknowledgement of my understanding of the purpose of my position, as well as my commitment to uphold and promote the mission, vision, and core values of the City of Sheboygan, and work to fulfill the six main principles of the Strategic Plan.

Employee Name: _____ Date: _____

Employee Signature: _____

DIRECTOR OF TRANSIT AND PARKING POSITION PURPOSE



YEARLY PERFORMANCE EVALUATION



Employee Name:

Performance Period:

1. Employee to review the following by reading (aloud):
 - a. City's Mission, Vision, and Values
 - b. Six essential competencies needed to fulfill the purpose of the position
 - c. Your department's Mission, Vision, and Values
2. Do you understand the purpose of your position?
3. Does your performance meet the expectations identified in the six main principles of the city's strategic plan and these essential competencies:
 - a. Respect
 - b. Accountability
 - c. Teamwork
 - d. Innovation
 - e. Fiscal Responsibility
 - f. Service
4. If yes, what actions are you going to continue? If no, what modifications are you going to make in order to meet the expectations of your position?



CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 3.3 Updated Position Purpose for the Director of Transit & Parking

REPORT PREPARED BY: Derek Muench, Director of Transit & Parking

REPORT DATE: 12/4/19

MEETING DATE: 12/17/19

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The Director of Transit & Parking is governed by the Transit Commission so any changes to the position purpose must be approved by the governing body.

STAFF COMMENTS:

The position purpose for the Director of Transit & Parking has been updated to the new city format as well as added essential duties and responsibilities in accordance with changes and requirements by the Federal Transit Administration (FTA).

FTA requires an individual to be identified as the Transit Asset Management Plan Officer. The Director position is the identified individual responsible for this duty for Shoreline Metro. The position purpose has been updated to reflect this duty.

All other requirements and essential duties remain unchanged. The position purpose will then be kept on file with Shoreline Metro and the City's Human Resources Department.

ACTION REQUESTED:

Motion to approve the revised position purpose for the Director of Transit & Parking as presented.

ATTACHMENTS:

- I. Revised Position Purpose for the Director of Transit & Parking position;

CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 3.4 Res. No. 161-18-19 – A Resolution authorizing the Mayor to execute the 2019 General Contract between Sheboygan County Health & Human Services Department and Shoreline Metro regarding transportation for elderly and disabled individuals.

REPORT PREPARED BY: Derek Muench, Director of Transit & Parking

REPORT DATE: 12/17/19

MEETING DATE: 12/12/19

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Shoreline Metro provides service annually on behalf of Sheboygan County Health & Human Services for elderly and disabled individuals living in Sheboygan County. This longstanding relationship between the two municipalities allows for a more coordinated, cost-effective delivery of transportation services and is the recognized preferred transportation model by the Wisconsin Department of Transportation. Shoreline Metro provides roughly 25,000 trips annually through this program.

STAFF COMMENTS:

Res. No. 161-18-19 has been referred to the Transit Commission from the Common Council for discussion and possible action. This agreement is an annual formality authorizing Shoreline Metro and the City of Sheboygan to provide transportation service as outlined in the agreement on behalf of Sheboygan County. This longstanding partnership allows for efficient and cost-effective delivery of services. Shoreline Metro staff and Sheboygan County staff has had an upstanding relationship and continue to work very positively and effectively together.

ACTION REQUESTED:

Motion to pass Res. No. 161-18-19 and recommend to the Common Council for acceptance and approval.

ATTACHMENTS:

- I. Res. No. 161-18-19;

III

Res. No. 138 - 19 - 20. By Alderpersons Wolf and Donohue.
December 16, 2019.

A RESOLUTION authorizing the Mayor to execute the 2020 General Contract between Sheboygan County Health & Human Services Department and Shoreline Metro regarding transportation for elderly and disabled individuals.

RESOLVED: That the Mayor is hereby authorized to execute said 2020 General Contract, a copy of which is attached hereto.

Transit

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

2020 GENERAL CONTRACT

I. Parties and Contract Period

This contract is made and entered into for the period of January 1, 2020 through December 31, 2020 by and between Sheboygan County Health & Human Services Department, hereinafter referred to as County, and Shoreline Metro, hereinafter referred to as Provider.

Nothing in this contract shall create a partnership or joint venture between the County and the Provider. The Provider is at all times acting as an independent contractor and is in no sense an employee, agent or volunteer of the County.

In consideration of the mutual covenants herein, it is hereby agreed as follows.

County's Contract Administrator of this contract will be Michelle Acevedo/Jaclyn Moglowsky, whose principal business address is 1011 North 8th Street, Sheboygan, Wisconsin 53081. In the event that the Contract Administrator is unable to administer this Agreement, the County will contact the Provider and designate a new Contract Administrator. Provider's Contract Administrator of this contract will be Derek Muench, whose principal business address is 608 S. Commerce Street, Sheboygan, WI 53081. Provider's fiscal year end is 12/31/2020, and Employer Identification Number is 39-6005599.

II. Services to Be Provided

This contract is subject to terms and conditions set forth in the State/County Contract covering Administration of Income Maintenance Programs, Children and Families Programs, Social Services, and Community Programs, Community Youth, and Family Aids Programs. County agrees to purchase for and Provider agrees to provide to eligible clients the services as described in detail in this contract (see Section XIII).

III. Payment for Services

County and Provider agrees:

- A. The total amount to be paid to Provider by County for services provided in accordance with this Contract may be less, but shall not exceed the following contracted dollar amount. Actual total payment will be based upon the amount of service authorized by the County and the amount of service performed by the Provider. Unless otherwise stipulated, it is understood and agreed by all parties that the County assumes no obligation to purchase from the Provider any minimum amount of services as defined in the terms of this contract.

Payments for services covered by this contract shall be based on allowable costs with limited profit or reserve. Monthly payments will be made on a unit-times-unit price basis and in accordance with the "order of payment" requirements for the funding program, less client fees and other collections made by the Provider for services covered by this contract. Final settlement of the contract will be based on audit (see Section XII Audit Requirements).

The Provider agrees with the total cost for each service/program provided, and the rate (per hour, day, month, or year) and the number of clients and/or units of provided services. The County shall determine the type of services provided and the number of units of services provided for each client. The County will not reimburse the Provider for any unit of service not previously authorized by the County.

The Provider shall retain all documentation necessary to adequately demonstrate the named personnel providing the service, the credentials of named personnel providing the service, the date of service, time, duration, location, scope, quality and effectiveness of services rendered under the contract. The County reserves the right to not pay for units of services reported by the Provider that are not supported by documentation required under this contract. Documentation must meet the billable requirements for the program the client is served in (i.e. CCS, CRS, etc.). If documentation does not comply with those requirements, the Provider may be required to reimburse County for those services.

<u>Service/Program</u>	<u>Rate</u>	<u># of Units</u>	<u>Units of Measure</u>	<u>Total Cost of Service</u>
Specialized Transport - Bus Pass	\$48.00	225	each	\$10,800.00
Specialized Transport - Punch Card (bundle of 10 passes)	\$35.00	18	each	\$630.00
Elderly/Disabled Transportation. Final amount subject to 85.21 grant award from State of WI.	\$331,421.00	1	year	\$331,421.00
			Total:	\$342,851.00

For children served through the Children's Wavier program:

**The rate paid will be determined by the acuity level for each child. Outlier rates (for higher needs children) that do not fall within the rate schedule must be approved by Sheboygan County and the State prior to providing the service.*

***Transportation is "per trip" per the State Children's Waiver rate schedule.*

**** Counseling and Therapeutic services will be paid at 85% of usual and customary up to \$170 per the State rate schedule.*

When applicable, the Provider shall bill clients for a portion of the cost of care, in conformance with the requirements of Chapter DHS 1, Wisconsin Administrative Code and using the uniform schedule of fees and policies supplied by the County.

The Provider shall also bill any responsible third parties for the cost of care.

All amounts collected from clients and third parties shall be supported by the Provider's records and shall be reported to the County within 90 days.

Invoices can be sent to the HHS e-mail address: hhs.provider@SheboyganCounty.com.

- B. The county will make payments for costs that are consistent with the State Departments Allowable Cost Policy Manual and applicable Federal allowable cost policies. Program expenditures and descriptions of allowable costs are further described in 2 CFR Part 225 (formerly OMB Circular A-87) and Part 230 (formerly OMB Circular A-122) or the program policy manual. See Office of Management and Budget website for links to Code of Federal Regulations (CFR) sections: <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>.

Wisconsin Statutes require that Purchase of Service rates be based on actual allowable costs. These costs have been identified in the Allowable Cost Policy Manual for each Department (online at <https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm> or <https://dcf.wisconsin.gov/files/finance/fias/pdf/dcfallowablecostmanual.pdf> . The Statutes permit allowances for profit for For-Profit Providers and retention of excess revenue for non-profit Providers for specific cost categories. The amount allowable on an annual basis is determined by applying a percent equal to revenue received under the contract; all other profit/retention of earnings is unallowable. For Sheboygan County Health and Human

Services, those limits have been set at 5 percent for both For-Profit Providers and Non-Profit Providers. Please see the Allowable Cost Policy Manual for more information on retention of excess revenues.

Provider shall return to County funds paid in excess of the allowable cost of services provided per 46.036(5) Wis. Stats. If the Provider fails to return funds paid in excess of the allowable costs of the services provided, County shall recover from Provider any money paid in excess of the allowable costs from subsequent payments made to the Provider.

- C. The County payment terms are net 60 days, and, while payment may be made in less than 60 days, there is no requirement and should be no expectation that this will occur.
- D. The Provider will submit monthly invoices that detail the type of service provided, the number of units (i.e. days, hours, miles, etc.) provided per client, date of service, the rate per unit, the authorization number, and any amounts collected from other resources. The invoice must be submitted by the 7th business day of each month for the prior month services and the December invoice must be submitted to the county for payment by January 10th of the next year.
- E. All billings for this contract period shall be received by the Purchaser no later than 90 days from date of service and all invoices for this contract year must be submitted no later than January 10th of the following year. Delinquent billings from this date will not be paid by the County.

IV. Billing and Collection Procedures

Invoices/Billing submitted to Sheboygan County Health & Human Services must be supported by client service information to include: name personnel providing the service, the credentials of named personnel providing the service, date of service, service provided, duration, unit of measure and units provided, rate, authorization number (issued by Sheboygan County), and client identification. Client services must be identified by date of service versus consolidated period billing. Invoices that do not contain an authorization number (per service/client) after January 1, 2018 may not be able to be processed for payment.

Fees collected on behalf of a client from any source will be treated as an adjustment to the costs and will be deducted from the amount paid under this contract.

V. Eligibility Standards for Recipients of Services

The Provider shall provide services only to those individuals who are eligible for services. Provider and County agree that the eligibility of individuals to receive the services to be purchased under this Agreement from Provider will be determined by County. An individual has a right to an administrative hearing concerning eligibility and the County shall inform individuals of this right. The Provider shall provide clients with information concerning their eligibility rights and how to appeal actions affecting those rights.

VI. Indemnity and Insurance

- A. Provider agrees that it will at all times during the existence of this Contract indemnify County against any and all loss, damages, and costs or expenses which County may sustain, incur, or be required to pay by reason of any eligible client's suffering, personal injury, death or property loss resulting from participating in or receiving the care and services to be furnished by the

- B. Provider under this Agreement; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by County.
- C. Provider agrees that, in order to protect itself as well as the County under the indemnity provision set forth in the above paragraph, Provider will at all times during the terms of this contract keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance. The types of insurance coverage and minimum amounts shall be as follows (as applicable):

Comprehensive General Liability: minimum of \$1,000,000
Auto Liability (if applicable): minimum of \$1,000,000
Professional Liability (if applicable): minimum of \$1,000,000 per occurrence and \$3,000,000 for all occurrences in one (1) year;
Umbrella Liability (as necessary): minimum of \$1,000,000

Provider acknowledges that its indemnification liability to Purchaser is not limited by the limits of this insurance coverage.

Upon the execution of this Contract, Provider will furnish County with a "Certificate of Insurance" verifying the existence of such insurance. In the event of any action, suit, or proceedings against County upon any matter herein indemnified against, County shall, within five (5) working days, cause notice in writing thereof to be given to Provider by registered mail, addressed to its post office address. The Provider agrees to provide the County notice of cancellation or non-renewal of the policy within five (5) working days, by registered mail addressed to the County's post office address.

Provider agrees to provide the Purchaser with written verification of the existence of Worker's Compensation Insurance.

VII. Civil Rights Compliance/Assurances

All primary recipients and sub-recipients of Federal financial assistance must comply with all State and Federal Civil Rights laws and regulations. All Providers were required to submit a new Civil Rights Compliance (CRC) Letter of Assurance (LOA) by January 15, 2018 or within 15 working days from the date the grant, contract, or agreement was signed, if signed after January 1, 2018. All new Providers must submit LOA to be compliant for the CRC period of January 1, 2018 - December 31, 2021.

The provider agrees to meet state and federal Civil Rights Compliance (CRC) laws, requirements, rules, and regulations, as they pertain to the services covered by this contract. The website with instruction and templates necessary to complete both your CRC LOA and CRC plan to meet civil rights requirements is located at: <http://www.dhs.wisconsin.gov/civilrights/CRC/Requirements.htm>
Additional resources and training information are available at: <https://dcf.wisconsin.gov/civilrights/plans>

All primary recipients and sub-recipients are obligated to meet the following requirements:

1. Provide civil rights and cultural awareness training to all agency employees.

2. Submit a Civil Rights Compliance Letter of Assurance (CRC LOA) to the appropriate state department. (Sub-recipients must submit the CRC LOA to the entity issuing the grant or contract.)
3. Providers that have more than fifty (50) employees and receive more than fifty thousand dollars (\$50,000) must develop and attach a Civil Rights Compliance Plan to this contract.
4. Providers that have more than fifty (50) employees and receive more than fifty thousand dollars (\$50,000) must develop and submit an Affirmative Action Plan to ensure equal access and equal opportunity in employment and service delivery to all applicants and participants. Additional information can be found at <http://vendornet.state.wi.us/vendornet/procman/prod3.pdf>
5. Provide oral language assistance and/or written translation to all limited English proficient (LEP) individuals requesting or applying for services to ensure equal access to programs, services and activities according to the LEP requirements and the recipient's or sub-recipient's LEP plan.

VIII. Contract Revisions and/or Terminations

- A. The County will monitor the Provider's performance and will use the results of this monitoring to evaluate the Provider's ability to provide adequate services to clients.
- B. Revisions of this contract must be agreed to by County and Provider by an addendum signed by the authorized representative of both parties.
- C. Provider shall notify County in writing delivered in person or by registered mail whenever it is unable to provide the required quality or quantity of services or as required by Section XIII L. of this contract. Upon such notification or if it is otherwise determined by the County that the Provider is not fulfilling the terms of the contract, the County may at its option immediately terminate the contract for cause, or seek a revision or suspension of its terms. If the County terminates the contract for cause, the Provider shall be liable to the County for any additional costs the County incurs for replacement services.
- D. This contract, or any part thereof, may be terminated immediately by either party for just cause, including, but not limited to, health and safety issues, fraud, criminal activity, violations of license or certification standards.
- E. This contract, or any part thereof, can be terminated by a 60-day written notice by either party without cause. Upon termination, the County's liability shall be limited to the costs incurred by the Provider up to the date of termination. If the County terminates the contract for reasons other than non-performance by the Provider, the County may compensate the Provider for its actual allowable costs in an amount determined by mutual agreement of both parties.

IX. Resolution of Disputes

The Provider may appeal decisions of the County in accordance with the terms and conditions of the contract and Chapter 68, Wis. Stats.

X. Records

- A. Provider shall maintain any records and financial statements as required by state and federal laws, rules and regulations.

- B. Provider will allow inspection of records and programs, insofar as it is permitted by state and federal laws, by representatives of the County, the Department of Health Services, Children and Families, Workforce Development or Department of Corrections and their authorized agents, and Federal agencies, in order to confirm Provider's compliance with the specifications of this contract.
- D. The use or disclosure by any party of any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's or County's responsibilities under this contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
- D. Under s.19.36 (3) Wis. Stats., all records of the Provider that are produced or collected under this contract are subject to disclosure pursuant to a public records request.

The Provider shall maintain such records (in either written or electronic form) as required by State and Federal Law and as required by program policies. The Provider shall retain records in a secure environment for no less than the retention period specified in law or policy, or as otherwise stated within the Scope of Service. Records for periods which are under audit or subject to dispute or litigation must be retained until the audit/dispute/litigation, and any associated appeal periods, have ended.

Upon the County's request, at the expiration of the contract, the Provider will transfer at no cost to the County records regarding individual recipients who received services from Provider under this agreement. The transfer of records includes transfer of any record, regardless of media, if that is the only method which records were maintained.

The Provider shall make all records and any written and/or electronic case information available to the County or the State of Wisconsin upon request, and will allow inspection of records and programs, insofar as is permitted under State and Federal law.

XI. Reporting

Provider shall comply with the reporting requirements of the County and applicable State Departments. Client services shall be reported by service date and service provided. All reports shall be in writing and, when applicable, in the format specified by the County. All reports shall be supported by the Provider's records.

XII. Provider Audit Responsibilities

Provider agrees to adhere to the following audit requirements:

- A. Cooperate with the County in establishing costs for reimbursement purposes per s.46.036(4)(b), Wis. Stats.
- B. Adhere to the following audit requirements:

Wis. Stat. DHS 46.036(4)(c) and DCF 49.34(4)(c), requires Providers to provide an annual audit in accordance with the requirements of 2 CFR Part 200-Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards to County if the total amount of annual funding provided by Sheboygan County, as well as other Wisconsin counties, through this and other contracts is \$100,000 or more (cumulative across all Wisconsin counties), unless the audit requirement is waived by the State of Wisconsin or the County. The

audit shall also be in accordance with the applicable State Department Audit Guide. Providers receiving less than \$100,000 are required to provide annual Financial Statements (Profit and Loss, Balance Sheet and Cash Flow Statements) to the County in place of Audit. This includes providing supplemental schedules, below in sub section E.

Sites of reference:

CFR Part 200 is available online at <https://www.ecfr.gov>

State Single Audit Guidelines is available at

<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>

Provider Agency Audit Guide is available at

<https://dcf.wisconsin.gov/files/finance/fias/pdf/paag.pdf>

Provider is to submit a copy of the certified financial and compliance audit to the County within 180 days of the end of the Provider's fiscal year. If available, digital copies are preferred. (If Provider has approved IRS extensions on their corporate tax returns, this extension will also apply to the submissions requirement deadline stated above.) The standards for the provider agency annual audits vary by type of agency as shown below.

1. Non-Profit Providers: Audits must be completed pursuant to the applicable State Department's Audit Guide and, if the vendor expends more than \$750,000 annually in federal financial assistance, to 2 CFR 200. See OMB 2 CFR 200 §200.330 for the distinction between contractors and sub recipients. The audit documentation must include a Reserve Supplemental Schedule in the audit report, and this schedule shall also be by contract or service category.
 2. For Profit Providers: Audits must be completed pursuant to the purchase contract language, the applicable State Department's Audit Guide, and the current applicable State Department's Allowable Costs Policy Manual. The audit documentation must include reports showing total allowable costs and the calculations of the allowable profit by contract or by service category.
- C. Source of funding information shall be provided at time of audit confirmation.
- D. The Provider shall submit to the County a reporting package that includes: (a) all audit schedules and reports required for the type of audit applicable to the agency; (b) a summary schedule of prior year findings and the status of addressing these findings; (c) a Management Letter (or similar document conveying auditor's comments issued as a result of the audit); (d) management responses/corrective action plan for each audit issue identified in the audit; and (e) a copy of the financial auditor's most recent peer review report.
- E. In addition to the supplemental schedules listed under D., the reporting package shall include a supplemental schedule showing revenue and expenses for this Contract.
- F. The Provider shall send the required reporting package to the County within 180 days of the end of the Provider's fiscal year.
- G. When contracting with an audit firm, the Provider shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the County. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which audit work is documented.

H. Failure to comply with the requirements of this section: If the Provider fails to have an appropriate audit performed or fails to provide a complete audit reporting package to the County within the specified time frames, the County may:

1. Conduct an audit or arrange for an independent audit of the Provider and charge the cost of completing the audit to the Provider;
2. Charge the Provider for all loss of Federal or State aid and for penalties assessed to the County because the Provider did not submit a complete audit report within the required time frame;
3. Disallow the cost of audits that do not meet these standards; and/or
4. Withhold payment, cancel the Contract, or take other actions deemed by the County to be necessary to protect the County's interests;
5. Require modified monitoring and/or reporting provisions;
6. Assess financial sanctions or penalties;
7. Discontinue contracting with the Provider;
8. Take other action that Purchaser determines is necessary to protect Federal or State pass through funding

I. Providers wishing to request an audit waiver must do so at the time of contracting.

XIII. Provider Responsibilities and Performance of Service

The County retains sole authority to determine whether the Provider's performance under this contract is adequate. The Provider agrees to the following:

- A. The Provider shall allow the County's staff and authorized agents to visit the Provider's facility or work site at any time for the purposes of ensuring that services are being provided as specified in the service plan and the contract.
- B. Upon request by the County or its designee, the Provider shall make available to the County all documentation necessary to adequately assess Provider performance.
- C. The Provider will cooperate with the County in its efforts to implement any quality improvement and quality assurance program.
- E. The Provider shall develop and implement a process for assessing client satisfaction with services provided. The Provider shall report in a timely manner the results of its client satisfaction assessment effort to the County. The County reserves the right to review and approve the Provider's client satisfaction assessment process and to require Provider to submit a corrective action plan to address concerns identified in the review.
- F. The Provider shall cooperate with the County in implementing any County program for assessing client satisfaction with services. The County reserves the right to require the Provider to submit a corrective action plan to address concerns identified in review.
- G. The Provider shall have a formal written grievance procedure that is approved by the licensing or certification authority, if applicable, and by the County. The Provider shall, prior to or at the time of admission to the Program, provide oral and written notification to each client of his or

her rights and the grievance procedure. The Provider shall post the client rights and the grievance procedure.

At least once a year, or more frequently when requested by the County, the Provider shall give the County a written summary report of all grievances that have been filed with the Program by clients or their guardians since the period covered by the previous summary report and of the resolution of each grievance. The Provider shall deliver the annual summary report to the County in person or via registered mail within 30 days of the end of the contract period.

Additional summary reports requested by the County shall be due within 10 days of the County's request for the reports and shall be delivered to the County in person or via registered mail.

- H. The Purchaser and the Provider agree that the protection of the clients served under this contract is paramount to the intent of this contract. In order to protect the clients served, the Provider shall comply with the provisions of DHS 12, Wis. Admin. Code (online at http://docs.legis.wi.gov/code/admin_code/dhs/001/12). The Provider shall conduct caregiver background checks at its own expense of all employees assigned to do work for the County under this contract as well as any other persons under control of the Provider having direct contact with the clients of the County. The Provider shall retain in its Personnel Files all pertinent information, to include a Background Information Disclosure Form and/or search results from the Department of Justice, the Department of Health Services, Department of Children and Families, and the Department of Safety and Professional Services, as well as out of state records, tribal court proceedings and military records, if applicable.

After the initial background check, the Provider must conduct a new caregiver background search every four (4) years, or more frequently, as required for some provider types, or at any time within that period when the Provider has reason to believe a new check should be obtained. The Provider shall maintain the results of background checks on its own premises for at least the duration of the contract. The County may audit the Provider's personnel files to assure compliance with the State of Wisconsin Caregiver Background Check Law.

The Provider shall not assign any individual to conduct work under this contract who does not meet the requirement of this law.

Prior to the commencement of any services under this contract, the County may request a background or criminal history investigation of any of the Provider's employees, contracted personnel, and subcontracted employees, who will be providing services to the County under the contract. If any of the stated personnel providing services to the County under this contract is not acceptable to the County in its sole opinion as a result of the background or criminal history investigation, the County may either request immediate replacement of the person in question, or immediately terminate this Contract and any related service agreement. The Provider shall notify the County in writing via certified mail within one business day if an employee has an allegation filed regarding a barring offense or has been charged with or convicted of any crime specified in DHS 12.07(2).

With regards to DHS 13.05, the provider has a responsibility to protect clients upon learning of an incident of alleged misconduct; the provider shall take whatever steps are necessary to ensure that clients are protected from subsequent episodes of misconduct while a determination on the matter is pending. In addition, the provider has a responsibility to report allegations of caregiver misconduct immediately, by telephone or personally, to the county department of human services the facts and circumstances contributing to a suspicion that abuse or neglect has

occurred or to a belief that it will occur. In addition, the entity shall notify the department in writing or by phone within 7 calendar days that the report has been made.

- H. The Provider shall not use or disclose any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's or County's responsibilities under this contract, except with the informed, written consent of the eligible client or the client's legal guardian. Except for documents identifying specific clients, the contract and related documents are not confidential.
- I. The Provider shall ensure the establishment of safeguards to prevent employees, consultants, or members of the board from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- J. The Provider shall meet state and federal service standards and applicable state training, licensure and certification requirements as expressed by state and federal rules and regulations applicable to the services covered by this contract. The Provider shall attach copies of its license or certification document and the most recent training, licensing or certification report concerning the Provider to this contract when returning the signed contract to the County. During the contract period, the Provider shall also send the County copies of any licensing inspection reports within 5 days of receipt of such reports.
- K. The Provider shall ensure that staff providing services are properly supervised and trained and that they meet all of the applicable licensing and certification requirements.
- L. The Provider shall submit any performance and other program reports required by the County.
- M. All property, equipment, software, or services used by multiple programs or for multiple purposes subject to cost allocation procedures. The Provider will appropriately adjust claimed expenditures under a cost-sharing allocation plan if automation equipment, software or other services, including staff services, are used for any purpose other than child support program administration.

The provider shall submit a copy of their cost allocation plan to the County upon request. Costs must be allocated in a manner consistent with these plans. The plans must be in accordance with the requirements of applicable Federal cost policies.

XIV. Debarment and Suspension

The Provider certifies through signing this contract that neither the Provider nor any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in federal assistance programs by any federal department or agency. In addition, the Provider shall notify the County within five business days in writing and sent by registered mail if the Provider or its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment or declared ineligible by a federal agency or whenever the Provider determines it is unable to provide the quality or quantity of services required under this contract. The County may consider suspension or debarment to be a cause for revising or terminating the contract.

XV. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Applicability

The Provider agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the

services the Provider provides or purchases with funds provided under this contract. In addition, certain functions included in this agreement are covered by HIPAA rules. As such the County must comply with all provisions of the law and has determined that Provider is a “Business Associate” within the context of the law. As a result, the Purchaser requires Provider to sign and return with this contract the Business Associate Agreement, which will be included and made part of this agreement.

XVI. Privacy and Confidential Information

- A. All case information, paper records, written information, and any electronic data shall remain confidential, as required by law and applicable to this policy. All records pertaining to services provided under this contract are the sole property of the County. Provider shall comply with all State and Federal confidentiality laws concerning information in both the records it maintains and in any other confidential records the Provider accesses to provide services under this contract.

- B. Except as otherwise authorized by law, the Provider may not disclose confidential information for any purpose other than the purposes associated with the administration of services under this contract. “Confidential Information” means all tangible and intangible information and materials accessed or disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State of Wisconsin, the County Agency, or by a third party), that satisfy at least one of the following criteria:
 - 1. Personally Identifiable Information;
 - 2. Individually Identifiable Health Information;
 - 3. Non-Public information related to the County’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or
 - 4. Information designated as confidential in writing by the County.

- C. “Individually Identifiable Health Information” means information that relates to the past, present, or future physical or mental health or condition of the individual, or that relates to the provision of health care in the past, present or future, and that is combined with or linked to any information that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

- D. “Personally Identifiable Information” means an individual’s last name and the individuals first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable:
 - 1. The individual’s Social Security Number;
 - 2. The individual’s driver’s license number or state identification number;
 - 3. The number of the individual’s financial account, including a credit or debit account number, or any security code, access code, or password that would permit access to the individual’s financial account;
 - 4. The individual’s DNA profile; or
 - 5. The individual unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by State or Federal law.

- E. “Indemnification” means in the event of a breach of this Section by the Provider, the Provider shall indemnify and hold harmless the County and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Provider and its employees and agents, in violation of this Section, including but not limited to costs of monitoring the credit of all persons whose Confidential Information was disclosed, disallowances or penalties from Federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the County in the enforcement of this Section.
- F. “Equitable relief” means the provider acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to both the State of Wisconsin and the County, which injury will not be compensable by money damages and for which there is not an adequate remedy available at law. Accordingly, the parties specifically agree that the State and/or County, on their own behalf or on the behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or under applicable law.
- G. Confidential Information does not include information which is required to be disclosed by operation of law.
- H. Provider is responsible for reviewing the Technology and HIPAA Addendum with each employee annually at the time of contracting, and as new employees are hired, to ensure understanding of the proper use of county issued technology (where applicable) and their responsibility to safeguard confidential information. A signed and dated acknowledgement for each employee shall be retained in Provider’s personnel files and be available as requested by the County.

XVII. Conditions of the Parties' Obligations

- A. This contract is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of any applicable State Department shall serve to terminate this Agreement, except as further agreed to by the parties hereto.
- B. Nothing contained in this contract shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
- D. County shall be notified in writing of all complaints filed in writing against the Provider. County shall inform the Provider in writing with their understanding of the resolution of the complaint.
- E. The Provider certifies that, for the duration of this contract, no Sheboygan County Health and Human Services staff will be utilized to staff Provider’s services. Violation will result in the contract being null and void. The Provider will provide a list of staff upon request.

XVIII. Legal Status

Provider warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this contract on its behalf are authorized to do so. Provider shall notify the County immediately, in writing, of any change in its legal status.

XIX. Addendums

The following checked addendums are incorporated through reference as inclusive documents to the body of the contract:

- | | |
|---|--|
| <input type="checkbox"/> CBRF Adult Family Home | <input type="checkbox"/> Supported Employment Addendum |
| <input type="checkbox"/> CCS Provider Responsibilities | <input type="checkbox"/> Treatment Foster Home Addendum |
| <input type="checkbox"/> CRS Provider Responsibilities | <input checked="" type="checkbox"/> Technology and HIPAA Agreement – signed and dated acknowledgement for each employee shall be <u>retained in Provider’s personnel files</u> and be available as requested by the County |
| <input type="checkbox"/> Daily Living Skills | Other: _____ |
| <input type="checkbox"/> Guardianship Addendum | |
| <input type="checkbox"/> RCC Addendum | |
| <input checked="" type="checkbox"/> Safety Assurances | |
| <input type="checkbox"/> Representative Payee Addendum | |
| <input type="checkbox"/> SHC Respite | |
| <input type="checkbox"/> Sheboygan Senior Dining Program Requirements | |

XX. Signatures

This contract is agreed upon and approved by the authorized representatives of Sheboygan County and Shoreline Metro (Provider) as indicated below. This Contract becomes null and void if the time between the County's authorized representative signature and the Provider's authorized representative signature on this Contract exceeds sixty (60) days.

For County:

Matthew Strittmater, Director
County’s Authorized Representative
Sheboygan County Health & Human Services

Date

For Provider:

Provider's Authorized Representative

Date

Title:

2020 GENERAL CONTRACT

I. Parties and Contract Period

This contract is made and entered into for the period of January 1, 2020 through December 31, 2020 by and between Sheboygan County Health & Human Services Department, hereinafter referred to as County, and Shoreline Metro, hereinafter referred to as Provider.

Nothing in this contract shall create a partnership or joint venture between the County and the Provider. The Provider is at all times acting as an independent contractor and is in no sense an employee, agent or volunteer of the County.

In consideration of the mutual covenants herein, it is hereby agreed as follows.

County's Contract Administrator of this contract will be Michelle Acevedo/Jaclyn Moglowsky, whose principal business address is 1011 North 8th Street, Sheboygan, Wisconsin 53081. In the event that the Contract Administrator is unable to administer this Agreement, the County will contact the Provider and designate a new Contract Administrator. Provider's Contract Administrator of this contract will be Derek Muench, whose principal business address is 608 S. Commerce Street, Sheboygan, WI 53081. Provider's fiscal year end is 12/31/2020, and Employer Identification Number is 39-6005599.

II. Services to Be Provided

This contract is subject to terms and conditions set forth in the State/County Contract covering Administration of Income Maintenance Programs, Children and Families Programs, Social Services, and Community Programs, Community Youth, and Family Aids Programs. County agrees to purchase for and Provider agrees to provide to eligible clients the services as described in detail in this contract (see Section XIII).

III. Payment for Services

County and Provider agrees:

- A. The total amount to be paid to Provider by County for services provided in accordance with this Contract may be less, but shall not exceed the following contracted dollar amount. Actual total payment will be based upon the amount of service authorized by the County and the amount of service performed by the Provider. Unless otherwise stipulated, it is understood and agreed by all parties that the County assumes no obligation to purchase from the Provider any minimum amount of services as defined in the terms of this contract.

Payments for services covered by this contract shall be based on allowable costs with limited profit or reserve. Monthly payments will be made on a unit-times-unit price basis and in accordance with the "order of payment" requirements for the funding program, less client fees and other collections made by the Provider for services covered by this contract. Final settlement of the contract will be based on audit (see Section XII Audit Requirements).

The Provider agrees with the total cost for each service/program provided, and the rate (per hour, day, month, or year) and the number of clients and/or units of provided services. The County shall determine the type of services provided and the number of units of services provided for each client. The County will not reimburse the Provider for any unit of service not previously authorized by the County.

The Provider shall retain all documentation necessary to adequately demonstrate the named personnel providing the service, the credentials of named personnel providing the service, the date of service, time, duration, location, scope, quality and effectiveness of services rendered under the contract. The County reserves the right to not pay for units of services reported by the Provider that are not supported by documentation required under this contract. Documentation must meet the billable requirements for the program the client is served in (i.e. CCS, CRS, etc.). If documentation does not comply with those requirements, the Provider may be required to reimburse County for those services.

<u>Service/Program</u>	<u>Rate</u>	<u># of Units</u>	<u>Units of Measure</u>	<u>Total Cost of Service</u>
Specialized Transport - Bus Pass	\$48.00	225	each	\$10,800.00
Specialized Transport - Punch Card (bundle of 10 passes)	\$35.00	18	each	\$630.00
Elderly/Disabled Transportation. Final amount subject to 85.21 grant award from State of WI.	\$331,421.00	1	year	\$331,421.00
			Total:	\$342,851.00

For children served through the Children's Wavier program:

**The rate paid will be determined by the acuity level for each child. Outlier rates (for higher needs children) that do not fall within the rate schedule must be approved by Sheboygan County and the State prior to providing the service.*

***Transportation is "per trip" per the State Children's Waiver rate schedule.*

**** Counseling and Therapeutic services will be paid at 85% of usual and customary up to \$170 per the State rate schedule.*

When applicable, the Provider shall bill clients for a portion of the cost of care, in conformance with the requirements of Chapter DHS 1, Wisconsin Administrative Code and using the uniform schedule of fees and policies supplied by the County.

The Provider shall also bill any responsible third parties for the cost of care.

All amounts collected from clients and third parties shall be supported by the Provider's records and shall be reported to the County within 90 days.

Invoices can be sent to the HHS e-mail address: hhs.provider@SheboyganCounty.com.

- B. The county will make payments for costs that are consistent with the State Departments Allowable Cost Policy Manual and applicable Federal allowable cost policies. Program expenditures and descriptions of allowable costs are further described in 2 CFR Part 225 (formerly OMB Circular A-87) and Part 230 (formerly OMB Circular A-122) or the program policy manual. See Office of Management and Budget website for links to Code of Federal Regulations (CFR) sections: <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>.

Wisconsin Statutes require that Purchase of Service rates be based on actual allowable costs. These costs have been identified in the Allowable Cost Policy Manual for each Department (online at <https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm> or <https://dcf.wisconsin.gov/files/finance/fias/pdf/dcfallowablecostmanual.pdf> . The Statutes permit allowances for profit for For-Profit Providers and retention of excess revenue for non-profit Providers for specific cost categories. The amount allowable on an annual basis is determined by applying a percent equal to revenue received under the contract; all other profit/retention of earnings is unallowable. For Sheboygan County Health and Human

Services, those limits have been set at 5 percent for both For-Profit Providers and Non-Profit Providers. Please see the Allowable Cost Policy Manual for more information on retention of excess revenues.

Provider shall return to County funds paid in excess of the allowable cost of services provided per 46.036(5) Wis. Stats. If the Provider fails to return funds paid in excess of the allowable costs of the services provided, County shall recover from Provider any money paid in excess of the allowable costs from subsequent payments made to the Provider.

- C. The County payment terms are net 60 days, and, while payment may be made in less than 60 days, there is no requirement and should be no expectation that this will occur.
- D. The Provider will submit monthly invoices that detail the type of service provided, the number of units (i.e. days, hours, miles, etc.) provided per client, date of service, the rate per unit, the authorization number, and any amounts collected from other resources. The invoice must be submitted by the 7th business day of each month for the prior month services and the December invoice must be submitted to the county for payment by January 10th of the next year.
- E. All billings for this contract period shall be received by the Purchaser no later than 90 days from date of service and all invoices for this contract year must be submitted no later than January 10th of the following year. Delinquent billings from this date will not be paid by the County.

IV. Billing and Collection Procedures

Invoices/Billing submitted to Sheboygan County Health & Human Services must be supported by client service information to include: name personnel providing the service, the credentials of named personnel providing the service, date of service, service provided, duration, unit of measure and units provided, rate, authorization number (issued by Sheboygan County), and client identification. Client services must be identified by date of service versus consolidated period billing. Invoices that do not contain an authorization number (per service/client) after January 1, 2018 may not be able to be processed for payment.

Fees collected on behalf of a client from any source will be treated as an adjustment to the costs and will be deducted from the amount paid under this contract.

V. Eligibility Standards for Recipients of Services

The Provider shall provide services only to those individuals who are eligible for services. Provider and County agree that the eligibility of individuals to receive the services to be purchased under this Agreement from Provider will be determined by County. An individual has a right to an administrative hearing concerning eligibility and the County shall inform individuals of this right. The Provider shall provide clients with information concerning their eligibility rights and how to appeal actions affecting those rights.

VI. Indemnity and Insurance

- A. Provider agrees that it will at all times during the existence of this Contract indemnify County against any and all loss, damages, and costs or expenses which County may sustain, incur, or be required to pay by reason of any eligible client's suffering, personal injury, death or property loss resulting from participating in or receiving the care and services to be furnished by the

- B. Provider under this Agreement; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by County.
- C. Provider agrees that, in order to protect itself as well as the County under the indemnity provision set forth in the above paragraph, Provider will at all times during the terms of this contract keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance. The types of insurance coverage and minimum amounts shall be as follows (as applicable):

- Comprehensive General Liability: minimum of \$1,000,000
- Auto Liability (if applicable): minimum of \$1,000,000
- Professional Liability (if applicable): minimum of \$1,000,000 per occurrence and \$3,000,000 for all occurrences in one (1) year;
- Umbrella Liability (as necessary): minimum of \$1,000,000

Provider acknowledges that its indemnification liability to Purchaser is not limited by the limits of this insurance coverage.

Upon the execution of this Contract, Provider will furnish County with a “Certificate of Insurance” verifying the existence of such insurance. In the event of any action, suit, or proceedings against County upon any matter herein indemnified against, County shall, within five (5) working days, cause notice in writing thereof to be given to Provider by registered mail, addressed to its post office address. The Provider agrees to provide the County notice of cancellation or non-renewal of the policy within five (5) working days, by registered mail addressed to the County’s post office address.

Provider agrees to provide the Purchaser with written verification of the existence of Worker’s Compensation Insurance.

VII. Civil Rights Compliance/Assurances

All primary recipients and sub-recipients of Federal financial assistance must comply with all State and Federal Civil Rights laws and regulations. All Providers were required to submit a new Civil Rights Compliance (CRC) Letter of Assurance (LOA) by January 15, 2018 or within 15 working days from the date the grant, contract, or agreement was signed, if signed after January 1, 2018. All new Providers must submit LOA to be compliant for the CRC period of January 1, 2018 - December 31, 2021.

The provider agrees to meet state and federal Civil Rights Compliance (CRC) laws, requirements, rules, and regulations, as they pertain to the services covered by this contract. The website with instruction and templates necessary to complete both your CRC LOA and CRC plan to meet civil rights requirements is located at: <http://www.dhs.wisconsin.gov/civilrights/CRC/Requirements.htm> Additional resources and training information are available at: <https://dcf.wisconsin.gov/civilrights/plans>

All primary recipients and sub-recipients are obligated to meet the following requirements:

1. Provide civil rights and cultural awareness training to all agency employees.

2. Submit a Civil Rights Compliance Letter of Assurance (CRC LOA) to the appropriate state department. (Sub-recipients must submit the CRC LOA to the entity issuing the grant or contract.)
3. Providers that have more than fifty (50) employees and receive more than fifty thousand dollars (\$50,000) must develop and attach a Civil Rights Compliance Plan to this contract.
4. Providers that have more than fifty (50) employees and receive more than fifty thousand dollars (\$50,000) must develop and submit an Affirmative Action Plan to ensure equal access and equal opportunity in employment and service delivery to all applicants and participants. Additional information can be found at <http://vendornet.state.wi.us/vendornet/procman/prod3.pdf>
5. Provide oral language assistance and/or written translation to all limited English proficient (LEP) individuals requesting or applying for services to ensure equal access to programs, services and activities according to the LEP requirements and the recipient's or sub-recipient's LEP plan.

VIII. Contract Revisions and/or Terminations

- A. The County will monitor the Provider's performance and will use the results of this monitoring to evaluate the Provider's ability to provide adequate services to clients.
- B. Revisions of this contract must be agreed to by County and Provider by an addendum signed by the authorized representative of both parties.
- C. Provider shall notify County in writing delivered in person or by registered mail whenever it is unable to provide the required quality or quantity of services or as required by Section XIII L. of this contract. Upon such notification or if it is otherwise determined by the County that the Provider is not fulfilling the terms of the contract, the County may at its option immediately terminate the contract for cause, or seek a revision or suspension of its terms. If the County terminates the contract for cause, the Provider shall be liable to the County for any additional costs the County incurs for replacement services.
- D. This contract, or any part thereof, may be terminated immediately by either party for just cause, including, but not limited to, health and safety issues, fraud, criminal activity, violations of license or certification standards.
- E. This contract, or any part thereof, can be terminated by a 60-day written notice by either party without cause. Upon termination, the County's liability shall be limited to the costs incurred by the Provider up to the date of termination. If the County terminates the contract for reasons other than non-performance by the Provider, the County may compensate the Provider for its actual allowable costs in an amount determined by mutual agreement of both parties.

IX. Resolution of Disputes

The Provider may appeal decisions of the County in accordance with the terms and conditions of the contract and Chapter 68, Wis. Stats.

X. Records

- A. Provider shall maintain any records and financial statements as required by state and federal laws, rules and regulations.

- B. Provider will allow inspection of records and programs, insofar as it is permitted by state and federal laws, by representatives of the County, the Department of Health Services, Children and Families, Workforce Development or Department of Corrections and their authorized agents, and Federal agencies, in order to confirm Provider's compliance with the specifications of this contract.
- D. The use or disclosure by any party of any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's or County's responsibilities under this contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
- D. Under s.19.36 (3) Wis. Stats., all records of the Provider that are produced or collected under this contract are subject to disclosure pursuant to a public records request.

The Provider shall maintain such records (in either written or electronic form) as required by State and Federal Law and as required by program policies. The Provider shall retain records in a secure environment for no less than the retention period specified in law or policy, or as otherwise stated within the Scope of Service. Records for periods which are under audit or subject to dispute or litigation must be retained until the audit/dispute/litigation, and any associated appeal periods, have ended.

Upon the County's request, at the expiration of the contract, the Provider will transfer at no cost to the County records regarding individual recipients who received services from Provider under this agreement. The transfer of records includes transfer of any record, regardless of media, if that is the only method which records were maintained.

The Provider shall make all records and any written and/or electronic case information available to the County or the State of Wisconsin upon request, and will allow inspection of records and programs, insofar as is permitted under State and Federal law.

XI. Reporting

Provider shall comply with the reporting requirements of the County and applicable State Departments. Client services shall be reported by service date and service provided. All reports shall be in writing and, when applicable, in the format specified by the County. All reports shall be supported by the Provider's records.

XII. Provider Audit Responsibilities

Provider agrees to adhere to the following audit requirements:

- A. Cooperate with the County in establishing costs for reimbursement purposes per s.46.036(4)(b), Wis. Stats.
- B. Adhere to the following audit requirements:

Wis. Stat. DHS 46.036(4)(c) and DCF 49.34(4)(c), requires Providers to provide an annual audit in accordance with the requirements of 2 CFR Part 200-Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards to County if the total amount of annual funding provided by Sheboygan County, as well as other Wisconsin counties, through this and other contracts is \$100,000 or more (cumulative across all Wisconsin counties), unless the audit requirement is waived by the State of Wisconsin or the County. The

audit shall also be in accordance with the applicable State Department Audit Guide. Providers receiving less than \$100,000 are required to provide annual Financial Statements (Profit and Loss, Balance Sheet and Cash Flow Statements) to the County in place of Audit. This includes providing supplemental schedules, below in sub section E.

Sites of reference:

CFR Part 200 is available online at <https://www.ecfr.gov>
State Single Audit Guidelines is available at
<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>
Provider Agency Audit Guide is available at
<https://dcf.wisconsin.gov/files/finance/fias/pdf/paag.pdf>

Provider is to submit a copy of the certified financial and compliance audit to the County within 180 days of the end of the Provider's fiscal year. If available, digital copies are preferred. (If Provider has approved IRS extensions on their corporate tax returns, this extension will also apply to the submissions requirement deadline stated above.) The standards for the provider agency annual audits vary by type of agency as shown below.

1. Non-Profit Providers: Audits must be completed pursuant to the applicable State Department's Audit Guide and, if the vendor expends more than \$750,000 annually in federal financial assistance, to 2 CFR 200. See OMB 2 CFR 200 §200.330 for the distinction between contractors and sub recipients. The audit documentation must include a Reserve Supplemental Schedule in the audit report, and this schedule shall also be by contract or service category.
 2. For Profit Providers: Audits must be completed pursuant to the purchase contract language, the applicable State Department's Audit Guide, and the current applicable State Department's Allowable Costs Policy Manual. The audit documentation must include reports showing total allowable costs and the calculations of the allowable profit by contract or by service category.
- C. Source of funding information shall be provided at time of audit confirmation.
- D. The Provider shall submit to the County a reporting package that includes: (a) all audit schedules and reports required for the type of audit applicable to the agency; (b) a summary schedule of prior year findings and the status of addressing these findings; (c) a Management Letter (or similar document conveying auditor's comments issued as a result of the audit); (d) management responses/corrective action plan for each audit issue identified in the audit; and (e) a copy of the financial auditor's most recent peer review report.
- E. In addition to the supplemental schedules listed under D., the reporting package shall include a supplemental schedule showing revenue and expenses for this Contract.
- F. The Provider shall send the required reporting package to the County within 180 days of the end of the Provider's fiscal year.
- G. When contracting with an audit firm, the Provider shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the County. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which audit work is documented.

- H. Failure to comply with the requirements of this section: If the Provider fails to have an appropriate audit performed or fails to provide a complete audit reporting package to the County within the specified time frames, the County may:
1. Conduct an audit or arrange for an independent audit of the Provider and charge the cost of completing the audit to the Provider;
 2. Charge the Provider for all loss of Federal or State aid and for penalties assessed to the County because the Provider did not submit a complete audit report within the required time frame;
 3. Disallow the cost of audits that do not meet these standards; and/or
 4. Withhold payment, cancel the Contract, or take other actions deemed by the County to be necessary to protect the County's interests;
 5. Require modified monitoring and/or reporting provisions;
 6. Assess financial sanctions or penalties;
 7. Discontinue contracting with the Provider;
 8. Take other action that Purchaser determines is necessary to protect Federal or State pass through funding
- I. Providers wishing to request an audit waiver must do so at the time of contracting.

XIII. Provider Responsibilities and Performance of Service

The County retains sole authority to determine whether the Provider's performance under this contract is adequate. The Provider agrees to the following:

- A. The Provider shall allow the County's staff and authorized agents to visit the Provider's facility or work site at any time for the purposes of ensuring that services are being provided as specified in the service plan and the contract.
- B. Upon request by the County or its designee, the Provider shall make available to the County all documentation necessary to adequately assess Provider performance.
- C. The Provider will cooperate with the County in its efforts to implement any quality improvement and quality assurance program.
- E. The Provider shall develop and implement a process for assessing client satisfaction with services provided. The Provider shall report in a timely manner the results of its client satisfaction assessment effort to the County. The County reserves the right to review and approve the Provider's client satisfaction assessment process and to require Provider to submit a corrective action plan to address concerns identified in the review.
- F. The Provider shall cooperate with the County in implementing any County program for assessing client satisfaction with services. The County reserves the right to require the Provider to submit a corrective action plan to address concerns identified in review.
- G. The Provider shall have a formal written grievance procedure that is approved by the licensing or certification authority, if applicable, and by the County. The Provider shall, prior to or at the time of admission to the Program, provide oral and written notification to each client of his or

her rights and the grievance procedure. The Provider shall post the client rights and the grievance procedure.

At least once a year, or more frequently when requested by the County, the Provider shall give the County a written summary report of all grievances that have been filed with the Program by clients or their guardians since the period covered by the previous summary report and of the resolution of each grievance. The Provider shall deliver the annual summary report to the County in person or via registered mail within 30 days of the end of the contract period.

Additional summary reports requested by the County shall be due within 10 days of the County's request for the reports and shall be delivered to the County in person or via registered mail.

- H. The Purchaser and the Provider agree that the protection of the clients served under this contract is paramount to the intent of this contract. In order to protect the clients served, the Provider shall comply with the provisions of DHS 12, Wis. Admin. Code (online at http://docs.legis.wi.gov/code/admin_code/dhs/001/12). The Provider shall conduct caregiver background checks at its own expense of all employees assigned to do work for the County under this contract as well as any other persons under control of the Provider having direct contact with the clients of the County. The Provider shall retain in its Personnel Files all pertinent information, to include a Background Information Disclosure Form and/or search results from the Department of Justice, the Department of Health Services, Department of Children and Families, and the Department of Safety and Professional Services, as well as out of state records, tribal court proceedings and military records, if applicable.

After the initial background check, the Provider must conduct a new caregiver background search every four (4) years, or more frequently, as required for some provider types, or at any time within that period when the Provider has reason to believe a new check should be obtained. The Provider shall maintain the results of background checks on its own premises for at least the duration of the contract. The County may audit the Provider's personnel files to assure compliance with the State of Wisconsin Caregiver Background Check Law.

The Provider shall not assign any individual to conduct work under this contract who does not meet the requirement of this law.

Prior to the commencement of any services under this contract, the County may request a background or criminal history investigation of any of the Provider's employees, contracted personnel, and subcontracted employees, who will be providing services to the County under the contract. If any of the stated personnel providing services to the County under this contract is not acceptable to the County in its sole opinion as a result of the background or criminal history investigation, the County may either request immediate replacement of the person in question, or immediately terminate this Contract and any related service agreement. The Provider shall notify the County in writing via certified mail within one business day if an employee has an allegation filed regarding a barring offense or has been charged with or convicted of any crime specified in DHS 12.07(2).

With regards to DHS 13.05, the provider has a responsibility to protect clients upon learning of an incident of alleged misconduct; the provider shall take whatever steps are necessary to ensure that clients are protected from subsequent episodes of misconduct while a determination on the matter is pending. In addition, the provider has a responsibility to report allegations of caregiver misconduct immediately, by telephone or personally, to the county department of human services the facts and circumstances contributing to a suspicion that abuse or neglect has

occurred or to a belief that it will occur. In addition, the entity shall notify the department in writing or by phone within 7 calendar days that the report has been made.

- H. The Provider shall not use or disclose any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's or County's responsibilities under this contract, except with the informed, written consent of the eligible client or the client's legal guardian. Except for documents identifying specific clients, the contract and related documents are not confidential.
- I. The Provider shall ensure the establishment of safeguards to prevent employees, consultants, or members of the board from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- J. The Provider shall meet state and federal service standards and applicable state training, licensure and certification requirements as expressed by state and federal rules and regulations applicable to the services covered by this contract. The Provider shall attach copies of its license or certification document and the most recent training, licensing or certification report concerning the Provider to this contract when returning the signed contract to the County. During the contract period, the Provider shall also send the County copies of any licensing inspection reports within 5 days of receipt of such reports.
- K. The Provider shall ensure that staff providing services are properly supervised and trained and that they meet all of the applicable licensing and certification requirements.
- L. The Provider shall submit any performance and other program reports required by the County.
- M. All property, equipment, software, or services used by multiple programs or for multiple purposes subject to cost allocation procedures. The Provider will appropriately adjust claimed expenditures under a cost-sharing allocation plan if automation equipment, software or other services, including staff services, are used for any purpose other than child support program administration.

The provider shall submit a copy of their cost allocation plan to the County upon request. Costs must be allocated in a manner consistent with these plans. The plans must be in accordance with the requirements of applicable Federal cost policies.

XIV. Debarment and Suspension

The Provider certifies through signing this contract that neither the Provider nor any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in federal assistance programs by any federal department or agency. In addition, the Provider shall notify the County within five business days in writing and sent by registered mail if the Provider or its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment or declared ineligible by a federal agency or whenever the Provider determines it is unable to provide the quality or quantity of services required under this contract. The County may consider suspension or debarment to be a cause for revising or terminating the contract.

XV. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Applicability

The Provider agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the

services the Provider provides or purchases with funds provided under this contract. In addition, certain functions included in this agreement are covered by HIPAA rules. As such the County must comply with all provisions of the law and has determined that Provider is a “Business Associate” within the context of the law. As a result, the Purchaser requires Provider to sign and return with this contract the Business Associate Agreement, which will be included and made part of this agreement.

XVI. Privacy and Confidential Information

- A. All case information, paper records, written information, and any electronic data shall remain confidential, as required by law and applicable to this policy. All records pertaining to services provided under this contract are the sole property of the County. Provider shall comply with all State and Federal confidentiality laws concerning information in both the records it maintains and in any other confidential records the Provider accesses to provide services under this contract.
- B. Except as otherwise authorized by law, the Provider may not disclose confidential information for any purpose other than the purposes associated with the administration of services under this contract. “Confidential Information” means all tangible and intangible information and materials accessed or disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State of Wisconsin, the County Agency, or by a third party), that satisfy at least one of the following criteria:
1. Personally Identifiable Information;
 2. Individually Identifiable Health Information;
 3. Non-Public information related to the County’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or
 4. Information designated as confidential in writing by the County.
- C. “Individually Identifiable Health Information” means information that relates to the past, present, or future physical or mental health or condition of the individual, or that relates to the provision of health care in the past, present or future, and that is combined with or linked to any information that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- D. “Personally Identifiable Information” means an individual’s last name and the individuals first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable:
1. The individual’s Social Security Number;
 2. The individual’s driver’s license number or state identification number;
 3. The number of the individual’s financial account, including a credit or debit account number, or any security code, access code, or password that would permit access to the individual’s financial account;
 4. The individual’s DNA profile; or
 5. The individual unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by State or Federal law.

- E. “Indemnification” means in the event of a breach of this Section by the Provider, the Provider shall indemnify and hold harmless the County and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Provider and its employees and agents, in violation of this Section, including but not limited to costs of monitoring the credit of all persons whose Confidential Information was disclosed, disallowances or penalties from Federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the County in the enforcement of this Section.
- F. “Equitable relief” means the provider acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to both the State of Wisconsin and the County, which injury will not be compensable by money damages and for which there is not an adequate remedy available at law. Accordingly, the parties specifically agree that the State and/or County, on their own behalf or on the behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or under applicable law.
- G. Confidential Information does not include information which is required to be disclosed by operation of law.
- H. Provider is responsible for reviewing the Technology and HIPAA Addendum with each employee annually at the time of contracting, and as new employees are hired, to ensure understanding of the proper use of county issued technology (where applicable) and their responsibility to safeguard confidential information. A signed and dated acknowledgement for each employee shall be retained in Provider’s personnel files and be available as requested by the County.

XVII. Conditions of the Parties' Obligations

- A. This contract is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of any applicable State Department shall serve to terminate this Agreement, except as further agreed to by the parties hereto.
- B. Nothing contained in this contract shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
- D. County shall be notified in writing of all complaints filed in writing against the Provider. County shall inform the Provider in writing with their understanding of the resolution of the complaint.
- E. The Provider certifies that, for the duration of this contract, no Sheboygan County Health and Human Services staff will be utilized to staff Provider’s services. Violation will result in the contract being null and void. The Provider will provide a list of staff upon request.

XVIII. Legal Status

Provider warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this contract on its behalf are authorized to do so. Provider shall notify the County immediately, in writing, of any change in its legal status.

XIX. Addendums

The following checked addendums are incorporated through reference as inclusive documents to the body of the contract:

- | | |
|---|---|
| <input type="checkbox"/> CBRF Adult Family Home | <input type="checkbox"/> Supported Employment Addendum |
| <input type="checkbox"/> CCS Provider Responsibilities | <input type="checkbox"/> Treatment Foster Home Addendum |
| <input type="checkbox"/> CRS Provider Responsibilities | <input checked="" type="checkbox"/> Technology and HIPAA Agreement – signed and dated |
| <input type="checkbox"/> Daily Living Skills | acknowledgement for each employee shall be <u>retained in</u> |
| <input type="checkbox"/> Guardianship Addendum | <u>Provider’s personnel files</u> and be available as requested by |
| <input type="checkbox"/> RCC Addendum | the County |
| <input checked="" type="checkbox"/> Safety Assurances | Other: _____ |
| <input type="checkbox"/> Representative Payee Addendum | |
| <input type="checkbox"/> SHC Respite | |
| <input type="checkbox"/> Sheboygan Senior Dining Program Requirements | |

XX. Signatures

This contract is agreed upon and approved by the authorized representatives of Sheboygan County and Shoreline Metro (Provider) as indicated below. This Contract becomes null and void if the time between the County's authorized representative signature and the Provider's authorized representative signature on this Contract exceeds sixty (60) days.

For County:

Matthew Strittmater, Director
County’s Authorized Representative
Sheboygan County Health & Human Services

Date

For Provider:

Provider's Authorized Representative

Date

Title: