

*****ATTACHMENTS*****

2019 GENERAL CONTRACT

I. Parties and Contract Period

This contract is made and entered into for the period of January 1, 2019 through December 31, 2019 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 employee responsible for administration of this contract will be Dale Deterding/Troy Krepsky, whose principal business address is 1011 North 8th Street, Sheboygan, Wisconsin 53081. Provider's employee responsible for administration of this contract will be Mr. Derek Muench, whose principal business address is 608 S. Commerce Street, Sheboygan, WI 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.

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.

<u>Service/Program</u>	<u>Rate</u>	<u># of Units</u>	<u>Units of Measure</u>	<u>Total Cost of Service</u>
Transportation	\$48.00	213	each	\$10,224.00
Transportation	\$48.00	12	each	\$576.00
Spec. Transp – Punch Card (bundle of 10 passes)	\$35.00	18	Each	\$630.00
Elderly/Disabled Transportation	\$326,476.00	1	year	\$326,476.00
			TOTAL:	\$337,906.00

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 will 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 Provider under this Agreement; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by County.
- B. 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.
- C. 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 Principles, and Audit Requirements for Federal Awards to County if the total amount of annual funding provided by the county through this and other contracts is \$100,000 or more, 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 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.
- D. 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.
- E. 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.
- F. 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.

- G. 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.

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"/> SHC Respite |
| <input type="checkbox"/> CCS Provider Responsibilities | <input type="checkbox"/> Sheboygan Senior Dining Program Requirements |
| <input type="checkbox"/> CRS Provider Responsibilities | <input type="checkbox"/> Supported Employment Addendum |
| <input type="checkbox"/> Daily Living Skills | <input type="checkbox"/> Treatment Foster Home Addendum |
| <input type="checkbox"/> Guardianship Addendum | Other: _____ |
| <input type="checkbox"/> RCC Addendum | |
| <input checked="" type="checkbox"/> Safety Assurances | |
| <input type="checkbox"/> Representative Payee Addendum | |

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:

Federal ID #: _____

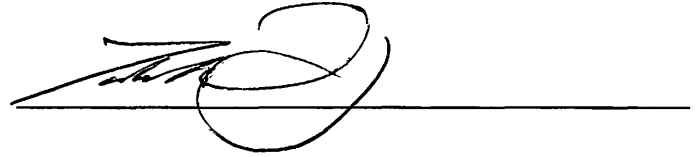
III

5.8

Res. No. 186 - 18 - 19. By Alderperson Wolf. March 4, 2019.

A RESOLUTION authorizing the Mayor to execute the amended 2019 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 amended 2019 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

2019 GENERAL CONTRACT

I. Parties and Contract Period

This contract is made and entered into for the period of January 1, 2019 through December 31, 2019 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 employee responsible for administration of this contract will be Dale Deterding/Troy Krepsky, whose principal business address is 1011 North 8th Street, Sheboygan, Wisconsin 53081. Provider's employee responsible for administration of this contract will be Mr. Derek Muench, whose principal business address is 608 S. Commerce Street, Sheboygan, WI 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.

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.

<u>Service/Program</u>	<u>Rate</u>	<u># of Units</u>	<u>Units of Measure</u>	<u>Total Cost of Service</u>
Transportation	\$48.00	213	each	\$10,224.00
Transportation	\$48.00	12	each	\$576.00
Spec. Transp – Punch Card (bundle of 10 passes)	\$35.00	18	Each	\$630.00
Elderly/Disabled Transportation	\$326,476.00	1	year	\$326,476.00
			TOTAL:	\$337,906.00

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 will 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 Provider under this Agreement; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by County.
- B. 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.
- C. 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 Principles, and Audit Requirements for Federal Awards to County if the total amount of annual funding provided by the county through this and other contracts is \$100,000 or more, 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 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.
- D. 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.
- E. 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.
- F. 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.

- G. 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.

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"/> SHC Respite |
| <input type="checkbox"/> CCS Provider Responsibilities | <input type="checkbox"/> Sheboygan Senior Dining Program Requirements |
| <input type="checkbox"/> CRS Provider Responsibilities | <input type="checkbox"/> Supported Employment Addendum |
| <input type="checkbox"/> Daily Living Skills | <input type="checkbox"/> Treatment Foster Home Addendum |
| <input type="checkbox"/> Guardianship Addendum | Other: _____ |
| <input type="checkbox"/> RCC Addendum | |
| <input checked="" type="checkbox"/> Safety Assurances | |
| <input type="checkbox"/> Representative Payee Addendum | |

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:

Federal ID #: _____

CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 3.1 Res. No. 186-18-19 – A Resolution authorizing the Mayor to execute the revised 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: 3/7/19

MEETING DATE: 3/19/19

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. 186-18-19 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 have had an upstanding relationship and continue to work very positively and effectively together. This agreement has been revised from the original version approved in January 2019.

ACTION REQUESTED:

Motion to pass Res. No. 186-18-19 and recommend to the Common Council for acceptance and approval.

ATTACHMENTS:

- I. Res. No. 186-18-19;
- II. Shoreline Metro – 2019 Contract REVISED

CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 3.2 Parking Stall Agreement between the City of Sheboygan and Ill Ritrovo/Field to Fork/Stefano's.

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

REPORT DATE: 3/7/19

MEETING DATE: 3/19/19

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:

At the January 15, 2019 Sheboygan Transit Commission meeting, Whitney Viglietti submitted a request to lease Lot 10 for her employees and proposed a parking stall agreement that would allow her businesses to park exclusively in Lot 10. The Transit Commission approved the motion to allow the Director of Transit & Parking to work with and negotiate the terms of the parking agreement and present to the Transit Commission for approval.

STAFF COMMENTS:

The Director and Ms. Viglietti met to discuss fair and agreeable terms to the agreement for the stalls in Lot 10. There are fifteen rentable stalls in this parking lot, ten of which have been rented by Ms. Viglietti for the past several years. The recommended terms of the agreement include:

- Lot 10 (15 stalls) exclusive lease for \$3,000 annually;
- No permits required with no enforcement (Ms. Viglietti's businesses would self-monitor);
- 90-day termination notice by either the Leaser or Leasee;

If these terms are accepted by the Transit Commission, the Director would have the City Attorney draft an agreement for acceptance using standard City or departmental contract language. The agreement would be presented to the Transit Commission at the May meeting with the understanding that the Transit Commission authorizes the Parking Utility to acknowledge and accept the terms immediately. The Parking Utility would then invoice Ms. Viglietti at the new rates.

ACTION REQUESTED:

Motion to accept terms of the parking agreement and authorize the Director of Transit & Parking and the City Attorney to draft the agreement for approval at the next Transit Commission meeting.

ATTACHMENTS:

- I. None.

CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 3.3 Harbor Centre Express (Route 40) schedule for 2019

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

REPORT DATE: 3/8/19

MEETING DATE: 3/19/19

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 operates a seasonal trolley route called The Harbor Centre Express (formerly known as The Square) or Route 40. The route has run from the day after Memorial Day to Labor Day annually with service on the 4th of July. Hours of service have been 10:00 a.m. to 8:00 p.m. on weekdays at 10:00 a.m. to 6:00 p.m. on Saturdays. The trolley route has seen increases in ridership each year it has been in service.

STAFF COMMENTS:

The Director of Transit has suggested a reduction in service days and hours in recent years. The peak season for this route doesn't seem to start until the third week of June. It is recommended formally to the Transit Commission to consider starting the trolley on the third Monday of June (June 17, 2019). Weekdays the recommended times would be noon to 8:00 p.m. (M-W) and 9:00 p.m. (Th-F). Currently it's 10:00 a.m. to 8:00 p.m. Monday through Friday. Saturday service is currently 10:00 a.m. to 6:00 p.m. Saturday recommended schedule would be noon to 6:00 p.m.

Commission could also give consideration to operating this route on Saturdays through the month of September.

The Director of Transit feels "rightsizing" this service is the responsible thing to do to keep operations and expenses in line.

ACTION REQUESTED:

Motion to pass recommended changes to The Harbor Centre Express (Route 40) for 2019 and beyond.

ATTACHMENTS:

- I. None.

THE PARKING UTILITY YEAR IN REVIEW

2018

DOWNTOWN • RIVERFRONT • SOUTH PIER • HERITAGE SQUARE

New Parking Strategy has “Lots” to Offer

In 2018, the City of Sheboygan’s Parking Utility implemented numerous changes to its parking plan in downtown Sheboygan. A 2017 parking study conducted by the Michigan-based firm Carl Walker recommended significant changes to the existing plan.

The parking study made recommendations in several key areas including:

- Parking lot rates
- Parking meter rates and lengths
- Enforcement
- Parking permits versus assigned stalls
- Availability of parking information and signage

Staff of the Parking Utility spent the early part of 2018 drafting a plan that took the parking study recommendations into consideration. In summer, the Transit Commission approved a plan that incorporated many of the parking study recommendations and improved parking in the downtown area for visitors, businesses and customers alike.

In October 2018, the parking recommendations were implemented included:

- Increase time on all 2-hour meters to 3-hours.
- A moderate increase in parking meter rates from \$0.30/hour to \$0.50/hour.
- Introduction of parking permits for all Reserved Parking lots.
- A tiered parking permit fee structure to fit anyone’s budget.
- Expansion of the On-Street Parking Permit zone to include all downtown streets with the exception of 8th Street and Pennsylvania Avenue.
- A redesigned webpage and creation of the Parking Downtown Sheboygan Facebook page.



What are Parking Permits?

The Parking Utility introduced parking permits as part of the strategy to increase available parking stalls in several key lots. A parking permit (left) allows a customer to park in a specific lot or on-street at a meter for a low monthly rate. Parking in reserved lots allows customers to park at any available parking stall. Parking on-street allows customers to park at any available metered stall without having to pay the meter fee. The permits are displayed on the vehicle’s rearview mirror and contain important information about the permit usage.



Derek Muench
Parking Director

Phillip Sneller
Lead Worker

Alderson Todd Wolf
Commission Chair

Patrick Moehring
Maintenance Worker

Darrell Hofland
City Administrator

Ann Koeller
Customer Service



DID YOU KNOW?

The Sheboygan Parking Utility is a municipal department dedicated to providing convenient and affordable parking options for the citizens and guests of Sheboygan's beautiful Downtown, Riverfront and South Pier districts. The department maintains over 2,200 parking stalls with enforcement of those stalls overseen by the Police Department.



Operating Statistics

OVERVIEW	TOTAL EXPENSES	TOTAL REVENUE*	EXPENSE PER STALL	REVENUE PER STALL
Parking Districts	\$425,175	\$319,196	\$192	\$144
Non-Parking Districts	\$11,754	\$0	NO STALLS	NO STALLS

PINPOINT	TOTAL STALLS	TOTAL REVENUE	REVENUE PER STALL
Parking Meters	899	\$139,619	\$155
Permit Lots	609	\$132,601	\$218

*Does not include assessments.

Critical Accomplishments

- Implemented a new parking strategy as a result of a 2017 parking study conducted to improve parking options in downtown.
- Redesigned webpage and created resource guides for customers to increase awareness and support the department's mission.
- Created interaction with customers, businesses and visitors by implementing a Parking Downtown Sheboygan Facebook page.
- Rated by fellow city departments as one of the top departments for knowledge, response time and responsiveness (3.5 on a 4.0 scale).
- Redesigned and installed of new downtown signage containing the new Harbor Centre logo.
- Assisted the City Development Department with the revitalization efforts for two alleys in the downtown area.
- Replaced the utility's most critical piece of equipment (John Deer XUV) with a more efficient model.

Goals, Strategic Plan and Mission

- Continue to support the City of Sheboygan's Strategic Plan by contributing to each of the six Focus Areas including Quality of Life for citizens, investment in Infrastructure and Public Facilities, Economic Development, Governing and Fiscal Management, and Communication.
- Build positive, effective and long-term community partnerships that contribute to the Parking Utility's Mission and Vision.
- Maintain and invest in infrastructure including accessible, affordable and convenient parking options.
- Continue the Parking Utility's dedication to the Harbor Centre through beautification, customer service and parking improvements.



A fresh face on the 8th Street Island sign showcases the new logo for the Harbor Centre.



CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 3.4 Annual Reports for Shoreline Metro and the Parking Utility

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

REPORT DATE: 3/8/19

MEETING DATE: 3/19/19

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 and the Parking Utility have released annual reports the past several years highlighting and reviewing the year in review. The 2018 annual reports are attached for the Transit Commission's review.

STAFF COMMENTS:

Shoreline Metro and the Parking Utility had tremendous years with significant contributions to the City's Strategic Plan. The annual reports are attached for the Transit Commission's review and approval.

ACTION REQUESTED:

Motion to approve the 2018 Annual Reports for Shoreline Metro and the Parking Utility

ATTACHMENTS:

- I. 2018 Annual Shoreline Metro Report;
- II. 2018 Annual Parking Utility Report;

SHORELINE METRO | SHEBOYGAN METROPOLITAN AREA YEAR IN REVIEW

2018

Agreement with SASD is a Game Changer

Shoreline Metro and the Sheboygan Area School District reached an agreement in 2018 to provide free student trips on Shoreline Metro as part of creating solutions for parents facing the daily challenges of having reliable transportation for their children, battling the cost of transportation and addressing truancy and student attendance at school.

The agreement was supported and approved by both the City of Sheboygan and the Sheboygan Area School District. By July 1, 2018, students were riding free with student IDs. Ridership grew immediately.

- Total student trips taken from July to December 2018 were 116,200. This is more than 4 times as many trips over the same period in 2017.
- SASD paid just \$0.38 per trip during this period, well below the normal student token fare of \$1.10 per trip. This equals a 65% cost reduction per trip.
- The second semester is typically higher ridership (more school days). The ridership count and per trip costs for the entire 2018/2019 will have positive impacts on the agreement.

In November 2018, the project was nominated for the Working Together award from the Sheboygan County Chamber of Commerce.

By December 2018, overall ridership on Shoreline Metro had grown by 13.2% over total ridership in 2017.

City of Sheboygan Community Survey Results: *Public Transit is Important to our Community*

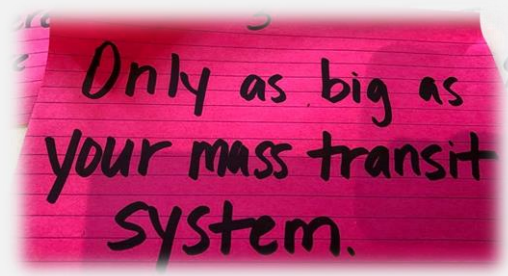
According to the 2019 Community Survey conducted by the City of Sheboygan, public transit in Sheboygan is important to the citizens of the community. Citizens rated affordability (91%), reliability (90%) and accessibility (92%) as being “somewhat”, “very” or “extremely” important. Citizens rated Shoreline Metro substantially higher in 2018 than 2016, the survey’s inaugural year.

How well do you think the City is doing in the area of public transit?

23% Increase in satisfaction from 2016 receiving a score of 3.0 (out of 4.0).

How would you rate services received from Shoreline Metro?

16% Rating increase from 2016 receiving a score of 2.9 (out of 4.0).



At the Fresh Tech Innovation District Summit, barriers to the success of education and employment summed up in one statement.

By the Numbers

1,950+

Average Daily Trips provided in 2018 Shoreline Metro.

13.21%

Shoreline Metro ridership increase from 2017 to 2018.

35.8%

Increase in Passengers per Revenue Hour since 2010 on Shoreline Metro.

10.2%

Increase in Passengers per Revenue Hour on Shoreline Metro in 2018.

1,020

People actively following Shoreline Metro on Facebook.

Derek Muench
Transit Director

Alderman Todd Wolf
Commission Chair

Darrell Hofland
City Administrator

“Expanded public transportation service.”

“Extended bus routes to large employers.”

“Increase public transit service.”

Critical Accomplishments

- Achieved highest ridership total in 16 years (2002).
- Nominated for the Working Together Award at the 2019 Chamber Champions Gala for the Students Ride Free Program with the Sheboygan Area School District.
- Experienced a 33% reduction in reported accidents and incidents this year; averaged one accident per 107,285 miles.
- Awarded two heavy duty buses through the VW Mitigation Program through the Wisconsin Department of Administration.
- Developed a Transit Asset Management Plan with Bay-Lake Regional Planning Commission in accordance with Federal Transit Administration requirements.
- Welcomed 7 new members to the Shoreline Metro team.
- Added a highly technical and critical position of Safety, Education & Training Supervisor (promoted internal team member).
- Remodeled Transfer Point office to promote team productivity and efficiency.
- Commenced Transportation Development Program with final plan being approved in 2019.
- Implemented a Recognition Nomination Program for team members to support recognition of their accomplishments by their peers.

Operating Statistics

	PASSENGER TRIPS	TRIPS/HOUR	CHANGE TRIPS/HOUR
Shoreline Metro	599,714	15.55	+1.44
Metro Connection	34,658	2.72	-0.12

	REVENUE MILES	REVENUE HOURS
Shoreline Metro	536,426	38,611
Metro Connection	163,145	12,761



“We have **Excellent** city bus services. **Keep the services. No more cuts.**” –Community Survey 2019

Goals, Strategic Plan & Mission

- Continue to support the City of Sheboygan’s Strategic Plan by contributing to all of the focus areas of the plan including Quality of Life for citizens, investment in Infrastructure and Public Facilities, Economic Development, Governing and Fiscal Management, Neighborhood Revitalization and Communication.
- Build positive, effective and long-term partnerships that contribute to Shoreline Metro’s Mission and Vision.
- Launch a customer-friendly and convenient GPS program (Find My Bus).
- Increase Community Survey scores and grow awareness for Shoreline Metro services.
- Continue Shoreline Metro’s commitment to safety and community for team members, customers and citizens.
- Maintain and invest in infrastructure including transit service, capital and human assets to ensure deliverance of safe, affordable, reliable and convenient service.

For more information, visit www.shorelinemetro.com

2018 Events

Para World Sailing Championship

Craft 30 Summer Solstice

River Days Festival

Fourth of July

Leadership Sheboygan County

Sheboygan County Economic Development Summit

City Economic Development Tours

The Square Trolley Route

Holiday Parade

Jingle Bus

Levitt Amp

*Derek Muench
Transit Director*

*Alderman Todd Wolf
Commission Chair*

*Darrell Hofland
City Administrator*

CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 3.5 Director's Report

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

REPORT DATE: 3/7/19

MEETING DATE: 3/19/19

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:

The Director of Transit & Parking presents to the Transit Commission a report of operations for the first quarter of 2019.

STAFF COMMENTS:

The Director of Transit & Parking presents the following items as advisory and information only:

- 1) GPS Upgrade –Shoreline Metro is/has launched the new Bus Tracker application on March 18, 2019 to the general public. A link is available on the Shoreline Metro website and is currently being promoted on social media and radio. Staff is planning training sessions at RCS, Health and Human Services, and social service agencies on how-to use the application. The app is long-awaited and is very exciting for Shoreline Metro and its customers.

(Presentation on the UniteGPS Bus Tracker application.)

- 2) Statistics and Operations – Shoreline Metro continues to see an increase to ridership in January (9%) and February (13%). Shoreline Metro has also altered its afternoon service to schools (Trippers and Supplemental routes) to accommodate the change in release times by SASD. No changes to the regular fixed routes.
- 3) Transportation Development Program – Bay-Lake Regional Planning Commission continues to work with Shoreline Metro on the next five year development plan for Shoreline Metro. The project is about 25% complete and will continue through 2019. No major recommended changes to transit are expected with this updated plan.
- 4) Safety – Shoreline Metro has added a safety component to the Action Items of the Strategic Plan. Safety is in our mission and we continue to do an excellent job with safety including

training and accident prevention. Shoreline Metro had a 33% reduction in incidents and accidents in 2018 from 2017. There are a number of contributing factors to this record but none more important than being proactive through regular training, onboarding and immediate follow up and coaching with employees. Shoreline Metro also outlines these items in its departmental policy and procedures manual, T.E.A.M.

- 5) Student Ridership – SASD students continue to contribute to the overall ridership increases experienced at Shoreline Metro. Unfortunately, behavior and issues continue to plague operations. We are currently examining ways to keep employees and customers satisfied as these issues have impacted all aspects of operations. This is something we are going to want to keep an eye on as we finish out the school year.

ACTION REQUESTED:

Motion to accept the Director’s Report provided by the Director of Transit & Parking and place on file.

ATTACHMENTS:

- I. No document attached.