

*****ATTACHMENTS*****

CITY OF SHEBOYGAN**SHEBOYGAN TRANSIT AND PARKING MEETING MINUTES****NOVEMBER 22, 2016**

Chair Todd Wolf called the meeting to order at 5:00 p.m. The Pledge of Allegiance followed.

Commission members present: Alderperson Todd Wolf, Alderperson Bill Thiel, Mayor Michael Vandersteen, Police Captain James Veaser (Proxy for Police Chief Christopher Domagalski), Director of Planning and Development Chad Pelishek, Ryan Zinkel, Michael Helmke, Charles Windsor, Director of Transit and Parking Derek Muench (ex-officio member)

Commission members excused: Alderperson John Belanger

Others present: Jeff Agee-Aguayo, Bay-Lakes Regional Planning

Staff present: Ann Koeller, Administrative Coordinator

MINUTES

Mayor Michael Vandersteen made a motion to approve the minutes from the October 22, 2016 meeting. Michael Helmke seconded the motion. Motion carried.

ITEMS FOR DISCUSSION AND POSSIBLE ACTION**2.1 Transit and Parking Monthly Reports**

September Transit Ridership: 47,780

October Transit Ridership: 46,038

September Transit Revenue: \$34,872

October Transit Revenue: \$41,161

September Metro Connection Ridership: 3,020

October Metro Connection Ridership: 3,045

September Metro Connection Revenue: \$23,058

October Metro Connection Revenue: \$23,810

September Parking Revenue: \$26,703

October Parking Revenue: \$12,893

Mayor Michael Vandersteen motion to approve the reports as presented. Ryan Zinkel seconded the motion. Motion carried.

2.2 Approval of Shoreline Metro Plans and Program Documents:

a. Equal Employer Opportunity (EEO) Program for 2017-2020

b. Grants and Procedure Manual

c. Cost Allocation Plan

d. Drug, Alcohol and Substance Abuse Policy

3. Procurement Policy

Mayor Michael Vandersteen motioned to approve the Shoreline Metro Plans and Programs as presented. Charles Windsor seconded the motion. Motion carried.

2.3 Cooperative Agreement between WisDOT, Bay-Lake Regional Planning Commission and Shoreline Metro (City of Sheboygan)

The Director of Planning and Development Chad Pelishek made a motion to approve the Cooperative Agreement as presented. Ryan Zinkel seconded the motion. Motion carried.

2.4 Director's Report

a. GPS/"Find my Bus" Service

A company called Fleetmatics has presented a cost-effective and highly functional solution to GPS locating and tracking of our buses. Shoreline Metro hopes to have the system up and running by the first of the year with implementation and marketing soon after January 2017.

b. Triennial Review Update

Shoreline Metro will have a federal FTA Triennial Review in 2017. All requested documents and questionnaire will be ready to submit to the FTA shortly after Thanksgiving.

c. Employee Surveys

Shoreline Metro Employees were asked to participate in employee surveys over the summer of 2016. As a result of the surveys, Shoreline Metro has some areas that scored very favorably. Shoreline Metro did not have any areas that scored very unfavorably. However, several areas including communication were brought up. Shoreline Metro is holding employee meetings on November 30, 2016 to dissect the surveys a little deeper, address the issues and brainstorm solutions. It is the goal of the department to find solutions that work for employees and find new processes that might

be more efficient and more effective especially relating to communication.

d. Jingle Bus

Shoreline Metro will once again be running the Jingle Bus through Making Spirits Bright and the Mead Library fountain display this holiday season. Dec 1, 6, 8, 13, 15 and 22 at 6:00 p.m. and 7:00 p.m. The cost is one non-perishable food donation.

e. Alley Improvements

The Parking Utility was instrumental in the repurposing and cleanup of the alleys by the Black Pig and US Bank. Improvements were in conjunction with Sheboygan Squared (BID) and the City of Sheboygan.

f. Dispatch Office Remodel

The Shoreline Metro Dispatch office has been remodeled with new carpeting, network hookups and new desks for employees. The new layout allows for better communication, team interaction and monitoring of operations. The new dispatch office includes a monitor of the camera system at the Transfer Point and with the new GPS mapping technology. A monitor will be installed to view the vehicle locations for added customer service. The improvements have been very well received by the staff of Shoreline Metro and have made a tremendous difference in both operations and attitudes.

g. Holiday Hours/Merry Christmas

Shoreline Metro will not operate Thanksgiving Day but will operate normal service hours on Black Friday. For the Christmas season, Christmas Eve and New Year's Eve (Saturday) will have no service as well as Christmas Day and New Year's Day (Sunday). There will be no service on Monday, December 26th (observed Christmas Day) but there will be normal service on Monday, January 2 (observed New Year's Day) due to school being back in session. Alderperson Bill Thiel motioned to file the Director's Report. Ryan Zinkel seconded the motion. Motion carried.

2.5 Service Agreement for Advertising Services with Houck Ads, Inc.

Mayor Michael Vandersteen motioned to approve a 5 year agreement for Advertising services with Houck Ads, Inc. Ryan Zinkel seconded the motion. Motion carried.

ADJOURN

Mayor Michael Vandersteen motioned to adjourn the meeting. Ryan Zinkel seconded the motion. Motion carried. Next meeting date will be January 17, 2017 - 5:00 p.m. at City Hall.

III

DIRECT REFERRAL TO TRANSIT FOR DECEMBER 13TH MEETING

Res. No. 153 - 16 - 17. By Alderperson Wolf. December 13, 2016.

A RESOLUTION authorizing the filing of an application with the United States of America Department of Transportation and authorizing the executing of the contract pertaining to grants for calendar year 2017, under former Section 9 (USC 5307) of the Federal Transit Act of 1964, as amended.

WHEREAS, the Secretary of Transportation is authorized to make grants for a mass transportation program of projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the projects costs in the program; and

WHEREAS, it is required by the United States Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964 that in connection with the filing of an application for assistance under the Federal Transit Act of 1964, as amended, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the applicant that disadvantaged business enterprises be utilized to the fullest extent possible in connection with these projects, and definite procedures shall be established and administered to ensure that disadvantaged businesses shall have the opportunity to participate in construction contracts, supplies, equipment contracts, or consultants and other services.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Parking and Transit is authorized to execute and file an application on behalf of the City of Sheboygan with the United States Department of Transportation to aid in financing of capital and operating assistance projects for calendar year 2017, pursuant to former Section 9 (USC 5307) of the Federal Transit Act of 1964, as amended.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit of the City of Sheboygan is authorized to execute the contract pertaining to the City of Sheboygan's application for 2017 operating and capital assistance grants under former Section 9 (USC 5307) of the Federal Transit Act of 1964, as amended.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to execute and file with such applications all assurances or any other documents required by the United States Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964 and other legally mandated requirements of the United States Department of Transportation.

Transit

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to furnish such additional information as the United States Department of Transportation may require in connection with the application for the program of projects.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to execute grant agreements on behalf of the City of Sheboygan with the United States Department of Transportation for aid in the financing of the capital and operating assistance program of projects.

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

CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 2.1 2017 Operating Assistance Grant & Resolution

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

REPORT DATE: 12/08/16

MEETING DATE: 12/13/16

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 applies for Section 5307 Federal Mass Transit Operating Assistance and State 85.20 Mass Transit Operating Assistance funds each year to subsidize the costs of operating Shoreline Metro for the City of Sheboygan and participating communities. The grant is due by November 15th but with an approved extension may be submitted by December 30, 2016. Shoreline Metro has an approved extension. As a matter of formality, Shoreline Metro requests approval to apply for these funds through the attached authorizing resolution.

STAFF COMMENTS:

Shoreline Metro has applied for funding to subsidize operations for many years. In 2017, combined Section 5307 and State 85.20 funds are expected to cover 54.5% of eligible expenses. Funding levels continue to decrease year-after-year which puts more pressure on local shares to cover the difference. In 2016, Shoreline Metro incorporated route enhancements and the elimination of a route to make up the difference. No further changes in route service are expected for calendar year 2017.

ACTION REQUESTED:

Motion to accept and adopt the resolution and send resolution to the Common Council for consideration, acceptance and adoption at the next meeting.

ATTACHMENTS:

- I. None – Resolution will be available at the meeting.

CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 2.2 2017 Contract between the City of Sheboygan and Sheboygan County for Service

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

REPORT DATE: 12/08/16

MEETING DATE: 12/13/16

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 contracts with Sheboygan County to provide State 85.21 transportation for elderly and disabled individuals each year. This coordinated transportation allows Sheboygan County to maximize its efficiency and productivity by combining services. These services are provided by Metro Connection, a division of Shoreline Metro. Metro Connection provides around 35,000 trips annually between its paratransit program and the county’s program. This coordinated transportation model is supported by the state. The City of Sheboygan and Sheboygan County have one of the strongest coordinated transportation relationships in the entire state.

STAFF COMMENTS:

Shoreline Metro would like to keep this coordinated transportation plan intact for many years to come. The joint effort allows Shoreline Metro to be effective, efficient and highly productive while financially, it allows Shoreline Metro to draw more federal and state funds for service. The coordination of services has always been and will continue to be an awarding benefit for both municipalities and the customers they service. I recommend continuing the relationship for 2017.

ACTION REQUESTED:

Motion to accept and enter into the agreement with Sheboygan County to provide transportation for elderly and disabled individuals in accordance with the State’s 85.21 program and the arrangements already in place between Sheboygan County and Shoreline Metro.

ATTACHMENTS:

- I. Agreement between City of Sheboygan and Sheboygan County for 2017.

2017 GENERAL CONTRACT

I. Parties and Contract Period

This contract is made and entered into for the period of January 1, 2017 through December 31, 2017 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, whose principle 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 principle 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>
Specialized Transport - Punch Card SPC 107.30	\$3.50	500	trips	\$1,750.00
Specialized Transport - Bus Pass SPC 107.00	\$48.00	225	each	\$10,800.00
Elderly/Disabled Transportation	\$160,250.00	1	year	\$160,250.00
			Total:	\$172,800.00

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.

- 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: http://www.whitehouse.gov/omb/circulars_default.

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 http://def.wisconsin.gov/contractsgrants/pdf/allowable_cost_manual.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 a maximum of **net allowable operating costs**; 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 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. 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, 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 March 31, 2017 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 CRC Letter of Assurance (LOA) by January 3, 2014 or within 15 working days from the date the grant, contract, or agreement was signed, if signed after January 1, 2014. All new providers must submit LOA to be compliant for the CRC period of January 1, 2014 - December 31, 2017.

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: http://www.dcf.wisconsin.gov/civil_rights/default.htm

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.
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 and DCF 49.34.4(c), requires Provider's to provide an annual audit in accordance with the requirements of OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations" to the County if the total amount of annual funding provided by the county through this and other contracts is \$25,000 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. Wis. Stat. 66.0143 authorizes local governments to file requests for waivers of statutory mandates with the Department of Revenue. Sheboygan County has used this provision to receive a waiver increasing the \$25,000 threshold in Wis. Stat. 46.036 for requiring providers to have audits to a threshold of \$100,000. 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:

OMB Circular A-133 is available online at www.whitehouse.gov/omb/circulars

State Single Audit Guidelines is available at www.ssag.state.wi.us

Provider Agency Audit Guide is available at <http://dcf.wisconsin.gov/contractsgrants/pdf/paag.pdf>

Provider is to submit two (2) copies of the certified financial and compliance audit to the County by the 30th day of the month of June of the year following the contract period agreed to. (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 OMB Circular A-133. See OMB Circular A-133 for the distinction between vendors 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.
- 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 individual's 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.

Appendix A Information on Allowable Costs

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* distributed by the Department of Health Services.

The Statutes permit allowances for profit for proprietary agencies and retention of excess revenue for non-profit agencies for specific cost categories. **The amount allowable on an annual basis is determined by applying a percent equal to a maximum of net allowable operating costs**; 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 proprietary agencies and non-profit agencies. Please see the *Allowable Cost Policy Manual* for more information on retention of excess revenues.

The following list of descriptions of allowable cost items is recommended as being consistent with the *Allowable Cost Policy Manual*. Provider agencies are responsible to assure that they are familiar with and use the most current allowable cost policies.

1. SALARIES

a. Owner Salaries:

Salaries paid to individuals with a 50 percent or more interest in the organization. Interests of related parties will be combined. Related parties are defined as entities with common ownership or control as well as immediate family relationships.

Enter the total actual salary of owner(s). Also indicate the approximate FTE allocated to the requested program(s) during the year by owner(s).

b. Employee Salaries:

Wages earned by an agency's regular and temporary employees. Wages earned are defined as for current services and include gross compensation paid in the form of cash, products, or services.

c. Bonus Policy:

If your agency provides bonuses to employees, please attach your bonus policy to Supporting Schedule #1; i.e., how are bonuses distributed, where do you budget the bonuses (e.g., salaries) and what categories of employees (e.g., direct-care staff, owner, director, etc.) receive the bonuses.

2. FRINGE BENEFITS

Fringe benefits are allowances and services provided to employees in addition to regular wages.

Fringe benefits will be budgeted as a percent of wages based on prior year actual with necessary adjustments.

The employer's share of fringe benefits may include, but are not limited to, the following:

- Health and Health care Insurance Plans

- Life Insurance
- Professional Liability Premiums
- Retirement plans if paid pursuant to an IRS approved plan
- Social Security Tax
- Unemployment Compensation Taxes or benefits paid if under a self-insured plan
- Other benefits paid by agencies pursuant to negotiated Union contracts
- Staff Food - Meals provided to staff who have no meal period and must remain on duty are allowable. Meals provided to other staff must be for a charge. Food costs associated with staff who receive a break are not allowable and should not be included as a cost in the budget.

Worker's Compensation Insurance costs may be incurred as an insurance premium, a premium paid to a funded self-insured plan, or as a direct payment of benefits when awarded if self-insured.

3. TRAVEL REIMBURSEMENT TO STAFF

Employee reimbursement for actual, reasonable and necessary expenses incurred. This would include personal car mileage, not to exceed the federal/IRS rate, public transit, lodging, and meals while traveling.

4. CLIENT TRANSPORTATION

Cost incurred in transporting clients such as contract services, public transit, and mileage payments to staff or volunteers, not to exceed federal/IRS rate and emergency transportation.

5. RECRUITMENT

Expenses related to advertising for candidates for vacant positions.

6. TRAINING/STAFF DEVELOPMENT

Training costs including conference registrations, travel, lodging, and costs for in-house training for staff development which directly benefits the program.

7. SUPPLIES

- a. Household & Linens: This account should include brooms, brushes, cleaning compounds, disinfectants, drinking cups, insecticides, mops, polish, scrub buckets, toilet paper, drapes, curtains, shades and other housekeeping supplies. It should also include the cost of laundry and cleaning supplies, etc. Linens would include towels, washcloths, and bedding.
- b. All Other Supplies: This account reflects supplies and expenses related to operation of the administrative offices which includes such things as general office supplies, postage, forms, and stationery. Receipts and refunds for these items will be credited directly to this account. Health care supplies such as first aid supplies, etc. Program supplies would include various items needed for carrying out activities for/with clients such as recreational supplies.

8. FOOD

The cost of food provided to clients which include the cost of a bag lunch for residential clients who attend outside day programming.

9. TELEPHONE FOR FACILITY

This includes regular billing, installation, and removal of telephones, and long-distance calls, as well as answering services for additional telephone services as needed to enable personnel to be contacted on an emergency basis.

10. TELEPHONE FOR RESIDENTS

If there are identifiable costs related to resident use of telephone in residential programs, enter those costs.

11. CABLE TELEVISION

Cable television for common areas in residential programs is charged to this account. The cost of cable for private rooms is a client expense and cannot be included in the budget.

12. INSURANCE

Premiums for fire, liability, boiler, surety bonds, and other forms of insurance, exclusive of payroll-related insurance will be charged to this account. If the provider coverage is included with other groups in a single policy, an equitable distribution of the premium should be recorded on the provider records.

Worker's Compensation Insurance costs may be incurred as an insurance premium, a premium paid to a funded self-insured plan, or as a direct payment of benefits when awarded if self-insured.

13. UTILITIES

Water, electricity, gas and other fuels will be charged to this account.

14. REPAIRS AND MAINTENANCE

Building: Improvements which result in an increase in useful life over current useful life shall be capitalized (see DEPRECIATION). Expenditures which do not extend useful life but merely keep the facility in ordinary efficient operating condition are classified as repairs and maintenance.

All materials and parts used in repairing and maintaining the building will be included in this account.

Charges to this account include such things as lubricants, light bulbs, fuses, ash cans, fire extinguishers and other supplies used in providing heat, light, power, air conditioning, ventilation and water softening.

Equipment: Cost of service and parts to repair and maintain equipment.

Vehicle: This account will include vehicle operating expenses such as gas, oil, grease, tires, batteries, and licenses. Repair parts purchased and repairs made by outside concerns to such equipment will also be included in this account.

15. RENTAL OF PROPERTY AND EQUIPMENT

Rent for property or equipment will be paid with the following requirements:

- a. For major items, a copy of the lease may be required. The Purchaser may request a listing of limited partnership investors.
- b. Where applicable, proper capital lease accounting must be used.
- c. Rental rates may not exceed fair market value for similar property, equipment.

16. DEPRECIATION

Depreciation is an allowable expense under the following conditions:

The depreciation must be:

Identifiable and recorded in the agency's accounting records;

The cost of equipment and other capital expenditures with an acquisition cost exceeding \$5,000 can be recovered through the use of depreciation or use allowance. However, under certain circumstances and only with a written waiver from DHS obtained prior to making the purchase, equipment and other capital expenditures with an acquisition cost exceeding \$5,000 can be expensed at the time of purchase.

Building/property (less land value) as applicable must be depreciated using the straight-line method over a minimum of 30 years.

Other assets must be prorated over the estimated useful life of the asset using the straight-line methods; no accelerated depreciation is allowed.

Note: Mortgage (principal) payments, should the respondent prefer to propose a vendor owned and controlled program site, are not allowable costs. These payments represent acquisition costs and are reimbursed through depreciation expense.

17. INTEREST

Interest associated with liability in excess of agency net assets will not be allowed.

Interest on newly constructed buildings should be capitalized according to Generally Accepted Accounting Principles.

18. PURCHASES OF SMALLER ITEMS

Furnishings and equipment with a cost of less than \$5,000 should be expensed in one year and reflected on the room and board line.

19. PROFESSIONAL FEES

All professional fees incurred in the normal course of providing service to clients or complying with the terms of the County contract should be charged here. This would include legal, accounting, auditing and data processing.

20. LICENSES

Licenses necessary to operate the agency are allowable. Divide license cost by the number of years the license is valid.

21. TAXES

- a. Real Estate Taxes: Real estate taxes or payments in lieu of taxes which the agency is legally required to pay.
- b. Corporate Income Taxes: The tax liability of incorporated vendors.

22. OTHER ALLOWABLE EXPENSES

Expenses not included in above categories (identify).

23. SUBTOTAL OF COSTS OR NET ALLOWABLE OPERATING COSTS

Agencies should find the total cost of the categories shown above. This amount is used to compute ALLOWABLE PROFIT where permitted.

24. ALLOWABLE PROFIT

Not-for-profit agencies should enter ZERO in this line. Not-for-profit agencies are permitted to retain 5% in excess revenues generated by rates according to guidelines in the Sheboygan County contract, to be used to reduce the next years' service rate.

For-profit agencies may add an allowance for profit. The allowance is subject to these general guidelines:

- o No provision for profit should be included in any other line item.
- o Once the budget is approved, the Provider is not to request budget adjustments from the Purchaser except for major, unanticipated situations.

Allowable profit is computed as follows:

- a. Determine the Net Allowable OPERATING Costs. (This is the amount in line 23 in the recommended worksheet.)
- b. Multiply the Net Allowable OPERATING Costs by 0.05 (5%).

25. TOTAL ALLOWABLE COSTS

Add NET ALLOWABLE OPERATING COSTS to ALLOWABLE PROFIT (In each column, line 23 + line 24).

XIX. 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:

Thomas D. Eggebrecht, Director
County's Authorized Representative
Sheboygan County Health & Human Services

Date

For Provider:

Provider's Authorized Representative

Date

Title:

Federal ID #: _____