

Milwaukee County Department on Aging
2020 Purchase of Service Contract
Grant Supported Programs and Services
Specialized Transportation for Seniors

This Contract is made and entered between Milwaukee County, a Wisconsin municipal body corporate, represented by the Milwaukee County Department on Aging, 1220 West Vliet Street Suite 302, Milwaukee, WI 53205 (hereinafter called Department or County) and Able Access Transportation, LLC. (hereinafter called Contractor).

1. Dates of Performance

This Contract is made in an amount not to exceed \$1,410,440 (the Contract Price) for the period of January 1, 2020 through December 31, 2020 (the Term) for transportation services to seniors in Milwaukee County.

2. Scope of Service

The Contract consists of the following four (4) documents listed below, all of which are incorporated herein by reference, in the following order of precedence that will govern any inconsistencies between the terms of this Contract and the terms of any Exhibits, Schedules, or Attachments thereto:

- a) This Purchase of Service Contract
- b) Program and Service Guidelines
- c) Milwaukee County Request for Proposal # 98180031
- d) Contractor's Proposal

3. Staffing and Delivery of Programs/Services

- A. Contractor shall provide all personnel required to perform the programs or services under this Contract. Such personnel shall not be employees of County, or have any other contractual relationships with County. Any replacement of personnel listed in Contractor's proposal shall be by persons of like qualifications, which shall be attested to by Contractor. Whenever possible, notification of replacement of personnel shall be provided to County prior to replacement.
- B. Contractor will provide proper supervision to all employees providing programs or services under this Contract. Current job descriptions shall be kept on file for positions funded under this Contract, and each employee will be given a job description at the time of employment and whenever the job description is amended.
- C. Except as provided herein and relevant Program/Service Guidelines or Specifications, Contractor shall determine the methods, procedures, and personnel policies to be used in providing programs and services to eligible clients.

- D. This Contract in its entirety is at all times subject to such local, state, and federal laws and administrative regulations as exist at the time this Contract is executed and as shall become effective after execution but prior to termination of this Contract. Contractor shall comply with all federal, state, and local laws and regulations and shall maintain in good standing all licenses, permits, and certifications relating to the programs and services referred to herein.
- E. All clients served by Contractor under this Contract must meet Department's eligibility requirements as described in the relevant Program/Service Guidelines or Specifications. It is understood that the final authority for determining client eligibility and the amount of services to be provided to individual clients rests with Department and that Contractor will not be reimbursed for services provided to ineligible clients.
- F. Contractor agrees that the programs and services described in Contractor's Proposal will be available to eligible clients throughout the Term of this Contract and to accept all clients referred by Department as long as funds made possible through this Contract are available.
- G. Contractor shall maintain a log of complaints and provide Department a copy of any written complaint made to Contractor regarding any of the services furnished hereunder and will inform Department in writing of the actions taken by Contractor to resolve such complaints.
- H. Contractor shall complete all forms and documents requested by the Department within timeframes outlined by the Department. Forms and documents that need to be accurately and clearly completed include, but may not be limited to, Department's 3.0 Form (Program Staffing Information), 3.1 Form (Program Staffing Information: Staff Demographics), 3.2 Form (Program Staffing Information: Wages and Benefits), and 4.0 Budget Summary Form.
- I. In addition to the rides set forth in the RFP, Contractor shall provide rides for evidence-based prevention program classes. Such rides shall be priced at \$26.10 per individual ride and \$13.56 per individual group ride.

4. Equipment

- A. Contractor agrees that all items of equipment purchased with funds provided by Department under this Contract shall be used for the programs and services purchased through this Contract or as otherwise may be specified in Contract's Proposal. Contractor further agrees to provide to Department a copy of an invoice for all items of equipment purchased on a monthly basis, to annually inventory provide Department of a list of said equipment, and to maintain property and content insurance, including fire, vandalism, and theft, to cover the replacement value of said items.
- B. Should Department funding cease for the programs or services for which the equipment was purchased under this Contract, or if Contractor should cease using said equipment for the purposes for which it was originally purchased, Contractor agrees either to (1) turn over said equipment to Department for distribution to other approved programs or services for older persons; or (2) dispose of said equipment in such other fashion as may be mutually agreed by Contractor and Department.

5. Fiscal Administration

Contractor shall observe the following policies and practices with regard to all funds received from Department pursuant to this agreement:

- A. Contractor agrees to identify the total cost of the program or service funded under this Contract.
- B. Contractor shall provide to Department an agency-wide budget, disclosing all of Contractor's anticipated revenues and expenditures for the period of this Contract.
- C. Funds received by the Contractor under this Contract may not be co-mingled with funds from other sources.
- D. Contractor shall maintain a uniform double entry accounting system and a management information system compatible with cost accounting and control systems.
- E. Contractor agrees to comply with the allowable cost policies and procedures as established by the Wisconsin Department of Health Services.
- F. Program Income. Per 45 CFR Part 75.307(e)(1), Program Income (as hereinafter defined) must be deducted from total allowable costs to determine the net allowable costs; Program Income must be used for current costs; and unanticipated Program Income must be used to reduce the federal award and non-federal entity contributions rather than increase the funds committed to the project. Program Income must be reported and spent within the contract year it is generated. "Program Income" is defined as Contractor revenue meeting one or more of the following descriptions: (1) Contributions/donations collected from participants for services provided (e.g., home-delivered meals, senior dining meals, caregiver services, etc.), (2) Contributions/donations from local civic groups, businesses, members of the community, or other organizations; (3) Proceeds from fundraising; (4) Revenue for meals provided to home and community based long-term care programs (Family Care, IRIS, COP, etc.); (5) Revenue from sales of services or property (e.g. meals, liquid nutritional supplements, etc.); (6) Interest income; (7) Usage or rental fees; or (8) Patent or copyright royalties. The definition of "Program Income" excludes revenues raised by a government grantee/provider under its governing powers (taxes, special assessments, levies, fines) and cash match.

6. Compensation and Ride Cap

- A. Contractor shall be compensated for work performed as stated in Contractor's Proposal attached hereto by reference and made a part of this Contract. Contractor recognizes that the total service needs of the community may not be met and shall provide programs and services within the specific amounts stated in Contractor's Proposal. Department is unable to guarantee the volume of services funded by this Contract. Under no circumstances shall payments under this Contract exceed the amount(s) authorized for this Contract by the Milwaukee County Board of Supervisors. The parties agree that section 66.0135, Wisconsin Statutes, Prompt Pay Law, shall not apply to payment for programs and services provided hereunder.

- B. Funds may be advanced to Contractor as set forth in section 46.036 (3) (f) Wisconsin Statutes. The advance payment provision applies only when requested by Contractor. Advance payments are made at the discretion of Department. The advance payment shall be repaid to Department upon demand. If Contractor fails to repay the advance as described, Department shall have the right to withhold any payments due Contractor from Department sufficient to cover the amount of the advance payment.
- C. Advance payments by Department shall not exceed one-twelfth (1/12th) of the Contract award. If advance payments exceed \$10,000, Contractor shall provide Department with a surety bond for an amount equal to the amount of the advance payment as set forth in section 46.036 (3) (f) Wisconsin Statutes.
- D. Department shall recover from Contractor money paid in excess of the conditions of this Contract. Repayment shall be made in full within thirty (30) days after Department has made written demand to Contractor for repayment. Department may recover repayments due to Department from any subsequent payments due to Contractor now, or from future contracts, or any other service agreement with Department. Department shall charge interest on outstanding repayments due Department as set forth in section 46.09 (4) (d) General Ordinances of Milwaukee County.
- E. No funds within this Contract may be used to supplant Medical Assistance, Health Maintenance Organization (HMO), or Preferred Provider Organization (PPO) funded services.
- F. Department and Contractor acknowledge that funding of this Contract is completely dependent upon state and federal grants and contracts. The obligation of the Department to purchase the services described herein is contingent upon present state and federal grants and contracts continuing at their present levels. Should such funding sources terminate or be reduced, Department reserves the right, in its sole discretion, either to terminate this agreement or revise the scope of services being purchased to reflect any reduction in such funding. It is further recognized and agreed by Department and Contractor that the programs and services provided under this Contract are subject to all provisions of said federal and state grants and contracts, and Contractor agrees to comply with all such provisions for the period of this Contract, including all applicable provisions of the standard State/County contract.
- G. Contractor shall provide no more than Ninety Thousand (90,000) total rides throughout the Term in consideration of the Contract Price.

7. Billing and Reporting

- A. Contractor shall provide Department with monthly billings and reports for programs and services provided under this contract by the seventh (7th) working day of the month following the month in which services are provided. Contractor shall submit billings and reports on the forms and according to the manner specified by Department.
- B. Department shall make payment only for those line items as are specified in the approved budget. Expenditures for any single line item may not exceed the amount in the approved program budget by more than \$500 without written authorization by Department and the submission of a revised budget by Contractor on the prescribed form.

- C. Within thirty (30) days of the receipt of all required billings and reports, Department shall make payment to Contractor of the net amount due.

8. Record Keeping and Access to Records

- A. Contractor shall maintain and, upon request, furnish to Department, at no cost to Department, any and all information requested by Department relating to the quality, quantity, and cost of services covered by this Contract and shall allow authorized representatives of Department and Department's funding sources to have access to all records necessary to confirm Contractor's compliance with law and the Program/Service Guidelines or Specifications for this Contract. Access to information shall include computerized data and/or other electronic information used by the Contractor, made available in formats suitable for data analysis, such as queries, using conventional software programs.
- B. Contractor shall maintain written verification of programs and services provided under this Contract, including the dates of programs and services performed for all of the purchased programs and services rendered, as specified by Department. Contractor shall maintain clearly identified and readily accessible documentation of costs supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the programs and services provided. Contractor shall retain all such records for a period of at least four (4) years from the date of issuance of the certified financial and compliance audit. Records shall be retained beyond the four-year requirement if an audit is in progress or exceptions identified in prior audits have not been resolved.
- C. It is agreed that Department representatives, including representatives of the Department on Aging, the Office of the Comptroller, or representatives of appropriate state or federal agencies, including the Wisconsin Department of Health Services, shall have the right of access to program, financial, and such other records of Contractor or Contractor's subcontractors as may be necessary to evaluate or confirm Contractor's cost estimates, rates, and charges for programs and services provided under this Contract or as may be necessary to evaluate or confirm Contractor's delivery of the programs and services in compliance with the Program/Service Guidelines or Specifications for this Contract.

9. Inspection of Premises

Contractor shall allow visual inspection of Contractor premises to Department representatives and to authorized representatives of any other local, state, or federal government unit. Inspection shall be permitted without formal notice at any time programs and services are being furnished.

10. Audit Requirements

- A. Contractor shall submit to Department, on or before July 1, 2020, or such later date that is mutually acceptable to Contractor and department, one (1) original copy mailed to the address provided below and one soft copy e-mailed to the Program Planning Coordinator, of an Agency-wide Audit for Calendar Year 2019 if the total amount of annual funding is \$100,000 or more, unless waived by

Department. Contractor may request, and with written consent of Department provide an annual Program Audit in lieu of the annual Agency-wide Audit. The audit shall be performed by an independent certified public accountant (CPA) licensed to practice by the State of Wisconsin. CPA audit reports are required under Wisconsin Statutes, Section 46.036 (4)(c). This provision shall survive the termination of this Agreement regardless of the reason.

- B. Non-profit Contractors who received aggregate federal financial assistance of \$500,000 or more, either directly or indirectly, shall submit to County two (2) original copies of a certified audit for calendar year 2020 performed in accordance with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The audit submitted by Contractor shall be conducted in conformance with the following standards:
 - (a) Wisconsin Department of Health Services (DHS) Audit Guide, October 2018 Revision or later.
 - (b) Standards applicable to financial audits contained in Government Auditing Standards (GAS) promulgated by the Comptroller General of the United States; and
 - (c) Generally Accepted Auditing Standards (GAAS) adopted by the American Institute of Certified Public Accountants (AICPA).

- C. Contractors reporting on a fiscal year other than a calendar year shall be considered in compliance with the audit requirements upon submittal of Contractor's fiscal year audit, meeting the audit requirements in Section 8, part A subparts (1),(2), and (3) below, within 180 days of the fiscal year closing, plus financial statements including required supplemental schedules covering the period from the start of the fiscal year beginning in 2019 through December 31, 2019, compiled by a CPA licensed to practice by the State of Wisconsin. Compiled supplemental schedules are due by July 1, 2020. This provision shall survive the termination of this Agreement regardless of the reason.

- D. All audits submitted by Contractor per above requirements shall also be conducted in conformance with the following standards:
 - 1. The Wisconsin *Provider Agency Audit Guide*, 1999 revision issued by WI Department of Corrections and Workforce Development or *Department of Health Service Audit guide (DHSAG) Latest Revision* issued by Wisconsin Departments of Health Services (on line at www.DHS.state.wi.us/grants);
 - 2. Standards applicable to financial audits contained in *Government Auditing Standards (GAS)*, December 2011 Revision published by the Comptroller General of the United States; and
 - 3. Generally accepted auditing standards (GAAS) adopted by the American Institute of Certified Public Accountants (AICPA).

- E. Requests for substitution of Program Audit for Agency-wide Audit, audit waiver, and/or extension requests must be in writing. Requests for substitution of Program Audit for Agency-wide Audit, audit waiver and/or extension requests must be sent to the following address no later than five months after the end of the Contractor's fiscal year, or such later date mutually agreed to by Contractor and Department. Extensions of the deadline for submission of the audit are at the sole discretion of Department. If Contractor determines an extension is necessary, Department must receive a request

for an extension not later than thirty (30) days prior to the due date for the audit. A request for an extension must include:

1. an explanation as to why an extension is necessary;
 2. the date upon which the Department will receive the audit;
 3. the unaudited financial statements of the Contractor; and,
 4. any additional information Contractor deems relevant to Department's determination.
- F. No extension will be granted for a period greater than ninety (90) days beyond the original date that the audit was due. Requests for extension of audit due date or waiver must be submitted to:

Milwaukee County Department on Aging
Assistant Fiscal Director
1220 W. Vliet Street, Suite 304
Milwaukee, WI 53205

Financial Statements shall be prepared in conformity with accounting principles generally accepted in the United States of America and on the accrual basis of accounting. Contractor must request, and receive written consent of Department to use other basis of accounting in lieu of accrual basis of accounting. CPA audits and reports referenced above shall contain the following Financial Statements, Schedules and Auditors' Reports:

1. Financial Statements and Supplemental Schedules:
 - a. Comparative Statements of Financial Position – For Agency-wide audits only.
 - b. Statement of Activities – For Agency-wide audits only.
 - c. Statement of Cash Flows – For Agency-wide audits only.
 - d. Schedule of Revenue and Expense by Funding Source (Agency-wide) is required of all Contractors. This schedule must follow the format and content of the sample schedule contained in the *Milwaukee County Department of Health and Human Services Year 2019 Purchase of Service Guidelines, Technical Requirements – Audit and Reporting* booklet. Do not combine multiple line items into a single line item or separate a single line item into multiple line items.
 - e. Allowable administrative and other allocated overhead (collectively, indirect costs) will be limited to 10% of net allowable direct program costs (excluding such allocated costs) for agencies/Contractors electing to provide a program audit in lieu of an agency-wide audit.
 - f. Reserve Supplemental Schedule is required for all non-profit Contractors that provide participant services on the basis of a unit rate per unit of participant service (units-times-price agreements). A separate schedule must be completed for each contract/facility, or for each

program under a Fee-for-Service Agreement with Department. For Contractors whose fiscal year is other than a calendar year, the period covered by the schedule must be the most recently completed calendar year for all Department funded programs.

The schedule must identify revenue from each Purchaser (earned under each contract) separately, and include total units of service provided to all Purchasers for each contract/facility and total units of service provided under the Contract with Department, as well as the items required by the *Provider Agency Audit Guide* (Section 7.1.6), or *Department of Health Service Audit Guide (DHSAG), Latest Revision* for the most recently completed calendar year. The schedule and allowable additions to reserves shall be by contract/facility or by program category. Schedule of Profit for For-Profit Contractors Which Provide Participant Care.

g. For profit Contractors shall include a schedule in their audit reports showing the total allowable costs and the calculation of the allowable profit by contract/facility, or for each rate-based program (service) within a facility. Wis. Stat. 46.036(3)(c) indicates that contracts for proprietary agencies may include a percentage add-on for profit according to the rules promulgated by the Department. Allowable profit will be restricted to 5% of net allowable operating costs.

h. Units of service provided under the Contract, if not disclosed on the face of the financial statements, are required for Contractors that provide participant services on the basis of a unit rate per unit of participant service (units-times-price agreements). Contractor's auditors shall review and report on the extent of support for the number of units for each type of service billed to Department, and compare units billed to Contractor's accounting/billing records that summarize units provided per participant. Contractor's auditors shall reconcile billing records to supporting underlying documents in participant case files on a test basis, and report on any undocumented units billed to Department that exceed the materiality threshold of the *DHS Provider Agency Audit Guide, 1999 revision issued by WI Department of Corrections and Workforce Development or Department of Health Service Audit Guide (DHSAG), Latest Revision* issued by Wisconsin Departments of Health Services. The disclosure must include total units of service provided to all Participants for each program, facility, or rate-based program within a facility; and total units of service provided under the Contract or Service Agreement with Department for the most recently completed calendar year.

i. Notes to financial statements including disclosure of related-party transactions, if any. Rental cost under less-than-arms-length leases are allowable only up to the amount that would be allowed had title to the property vested with the Contractor. Rental cost under sale and leaseback arrangements are allowable only up to the amount that would be allowed had the Contractor continued to own the property. Contractor's auditors must disclose the actual costs of ownership, by property, for the property(ies) in question, as well as the amount of such costs to be allocated to each Department program, the amount of rent originally charged, and the amount of such rent that is an unallowable cost.

j. Schedule of Federal and State Awards broken down by contract year. The schedule shall identify the name of the Milwaukee County Department as pass-through grantor, the contract number as pass-through grantor's identifying number, and the program name and number from the

Attachment I of the Contract. Each program under County Contract must be reported as a separate line item by contract year.

2. Independent Auditors Reports and Comments:

a. "Opinion on Financial Statements and Supplementary Schedule of Expenditures of Federal and State Award" including comparative statements of financial position, and related statements of activities and cash flow of entire agency. For Program Audits, "Opinion on the Financial Statement of a Program in Accordance with the Program Audit."

b. Report on Compliance and Internal Control over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards (GAS), and the *Provider Agency Audit Guide*, 1999 revision issued by WI Department of Corrections and Workforce Development or *Department of Health Service Audit Guide (DHSAG)*, Latest Revision issued by Wisconsin Department of Health Services. Or, Program Audits, "Report on Compliance with Requirements Applicable to the Program and on Internal Control over Compliance Performed in Accordance with the Program Audit."

c. "Report on Compliance with Requirements Applicable to Each Major Program and Internal Control over Compliance in Accordance with OMB Part 200 Uniform Grant Guidance" (applicable only if the audit is also in accordance with OMB Part 200 Uniform Grant Guidance).

d. Schedule of findings and questioned costs to include:

- (1) Summary of auditor's results on financial statements, internal control over financial statements and compliance, and if applicable; the type of report that the auditor issued on Compliance for Major Federal Programs;
- (2) Findings related to the financial statements of the Contractor or of the program which are required to be reported in accordance with Generally Accepted Government Auditing Standards (GAGAS);
- (3) Findings and Questioned Costs for Federal Awards which shall include audit findings as defined in section .510(a) of OMB Part 200-Uniform Grant Guidance, if applicable;
- (4) Doubt on the part of the auditors as to the auditee's ability to continue as a going concern;
- (5) Other audit issues related to grants/contracts with funding agencies that require audits to be performed in accordance with the *Provider Agency Audit Guide*, 1999 revision issued by WI Department of Corrections and Workforce Development or *Department of Health Service Audit Guide (DHSAG)*, Latest Revision issued by Wisconsin Department of Health Services; and
- (6) Whether a Management Letter or other document conveying audit comments was issued as a result of the audit.

e. A copy of the Management Letter or other document with auditor's comments issued in conjunction with the audit shall be provided to Department, along with Management's response

to the Management Letter. If no Management Letter was issued, the schedule of findings and questioned costs shall state that no Management Letter was issued.

3. General:

The following is a summary of the general laws, rules and regulations with which the auditor should be familiar in order to satisfactorily complete the audit.

a. Government Auditing Standards, (Standards for Audit of Governmental Organizations, Programs, Activities, and Functions), Latest Revision.

b. OMB Uniform Grant Guidance Part 200

c. The allowability of costs incurred by commercial organizations is determined in accordance with the provisions of the Federal Acquisition Regulation (FAR) at 48 CFR Part 31 - Contract Cost Principles and Procedures.

d. Wisconsin State Statutes, Sections 46.036, 49.34, Purchase of Care and Services.

e. State of Wisconsin, Department of Administration Single Audit Guidelines - Latest Revision.

f. State of Wisconsin Department of Health Services, Provider Agency Audit Guide - 1999 Revision issued by WI Department of Corrections and Workforce Development.

g. *Department of Health Services Audit Guide (DHSAG) Latest Revision* issued by Wisconsin Department of Health Services.

h. State of Wisconsin Department of Health Services, Allowable Cost Policy Manual - Latest Revision.

i. AICPA Generally Accepted Auditing Standards.

G. Contractor hereby authorizes and directs its Certified Public Accountant, if requested, to share all work papers, reports, and other materials generated during the audit with Department or Department's representative(s) including the Milwaukee County Department of Health and Human Services and the Milwaukee County Division of Audit Services (DAS) as well as state and federal officials. Such direct access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, which document the audit work. Contractor shall require its CPA to retain work papers for a period of at least seven (7) years following the latter of Contract termination, or receipt of audit report by Department. This provision shall survive the termination of this Agreement regardless of the reason.

H. Contractor and Department mutually agree that Department or Department's representative(s), including the Milwaukee County Department of Aging and the Milwaukee County Division of Audit Services (DAS), Milwaukee County Office of the Comptroller, as well as state and federal officials, reserve the right to review certified audit reports, supporting work papers, or financial statements, and perform additional audit work as deemed necessary and appropriate, it being understood that

additional overpayment refund claims or adjustments to prior claims may result from such reviews. Such reviews may be conducted for a period of at least seven (7) years following the latter of contract termination, or receipt of audit report, if required. This provision shall survive the termination of this Agreement regardless of the reason.

- I. Contractors reporting on a fiscal year other than a calendar year shall be considered in compliance with contract reporting requirements upon submittal of the following unaudited schedules:
 1. A schedule of revenue and allowable costs allocated by funding source, and by program, covering the period from the end of the Contractor's fiscal year ended in 2019 through December 31, 2019, for each program or activity identified as a fee for service agreement with Department. The schedule(s) shall be compiled by Contractor's independent public accountant, with an accountant's compilation report, for the period from the close of Contractor's fiscal year through the end of the calendar year, on or before July 1, 2020, or such later date that is mutually acceptable to Contractor and Department.
 2. If Contractor's fiscal year encompasses two contract years, Contractor shall submit a "bridging schedule" prepared by a CPA, which identifies program revenues and allowable costs for each of the two calendar year contract periods. The "bridging schedule" shall reconcile the two calendar year contract periods to the fiscal year totals for each program reported in the most current fiscal year audit report.
- J. Contractor shall maintain records for audit purposes for a period of at least seven (7) years following the latter of contract termination or receipt of audit report by Department. This provision shall survive the termination of this Agreement regardless of the reason.
- K. Contractor's Subrecipients
 1. Contractors who subcontract with other providers for the provision of care and services are required by federal and state regulations to monitor their subrecipients.
 2. Contractors shall have on file, and available for review by Milwaukee County and its representatives, copies of subrecipient's CPA audit reports and financial statements. These reports and financial statements shall be retained for a period of at least seven (7) years following the latter of contract termination, or receipt of audit report, if required. This provision shall survive the termination of this Agreement regardless of the reason.
 3. Subrecipient shall maintain and, upon request, furnish to Department, at no cost to Department, any and all information requested by Department relating to the quality, quantity, or cost of services covered by the subcontract and shall allow authorized representatives of Department, the Milwaukee County Division of Audit Services (DAS) and Department's funding sources to have access to all records necessary to confirm subrecipient's compliance with law and the specifications of this Contract and the subcontract. This provision shall survive the termination of this Agreement regardless of the reason.
 4. It is agreed that Department representatives, the Milwaukee County Division of Audit Services (DAS) and representatives of appropriate state or federal agencies shall have the right of access to program, financial and such other records of subrecipient as may be requested to evaluate or confirm subrecipient's program objectives, participant case files, costs, rates and charges for the

care and service, or as may be necessary to evaluate or confirm subrecipient's delivery of the care and service. It is further understood that files, records and correspondence for subcontracted engagement must be retained by subrecipient for a period of at least seven (7) years following the latter of contract termination, or receipt of subrecipient's audit report, if required. This provision shall survive the termination of this Agreement regardless of the reason.

5. Subrecipient shall allow visual inspection of subrecipient's premises to Department representatives and to representatives of any other local, state, or federal government unit. Inspection shall be permitted without formal notice at any time that care and services are being furnished.
- L. Failure to Comply with Audit Requirements: If Contractor fails to have an appropriate audit performed or fails to provide a complete audit-reporting package to the Department, or fails to request and receive an audit submission waiver (if applicable/available) or extension of time to submit audit,, as required by this Contract within the specified timeframe, the Department may:
 1. Conduct an audit or arrange for an independent audit of Contractor and charge the cost of completing the audit to Contractor;
 2. Charge Contractor for all loss of Federal or State aid or for penalties assessed to Department because Contractor did not submit a complete audit report within the required time frame;
 3. Disallow the cost of the audit that did not meet the applicable standards; and/or
 4. Withhold or suspend any or all payments due the Contractor from Department.
 5. Suspend, reduce or terminate the Contract/Agreement, or take other actions deemed by Department to be necessary to protect the Department's interests.
 6. In the event of selection by Department of an organization or individual to complete an audit of Contractor's financial statements, Department shall withhold from future payments due to the Contractor from Department an amount equal to any additional costs incurred by the Department for the completion of an audit of Contractor's records by an auditor selected by Department.
 7. Department may withhold or recover a sum of \$1,500.00 from payments due to the Contractor from Department as liquidated damages.
 8. Department may impose additional monitoring and/ or reporting requirements on contractor. Or take any other action that Department determines is necessary to protect federal or state funding.
 9. These provisions shall survive the termination of this Agreement regardless of the reason.
 10. Upon receipt of the audit report, Department will complete preliminary review of all audits received to determine whether additional information is required and notify Contractor of any additional information required to complete review. Once the complete audit is received,

Department will complete a compliance review and notify Contractor of Department's actions on the audit report.

11. Contractor agrees to submit to Department plans for correcting weaknesses identified in audit reviews. Failure on the part of the Contractor to comply with these requirements shall result in withholding of any payments otherwise due the Contractor from Department and ineligibility for future agreements/contracts with Department until six months after such time as these requirements are met. This provision shall survive the termination of this Agreement regardless of the reason.
12. Contractor agrees that Department is entitled to repayment of amounts identified as a result of the audit required under this section and acknowledges that failure to repay such amounts may result in legal action as determined by Milwaukee County Corporation Counsel. Interest and any legal expenses incurred by Department in collection of these amounts shall be charged the Contractor on outstanding repayments as set forth in s46.09 (4) (h) Milwaukee County General Ordinances. This provision shall survive the termination of this Agreement regardless of the reason.
13. Contractor and Department mutually agree that Department or its agents, the Milwaukee County Director of Audits, as well as state and federal officials, reserve the right to review certified audit reports or financial statements and perform additional audit work as deemed necessary and appropriate. It is understood that additional overpayment refund claims or adjustments to prior claims may result from such reviews. This provision shall survive the termination of this Agreement regardless of the reason.
14. The Contractor consents to the use of statistical sampling and extrapolation as the means to determine the amounts owed by the Contractor for any Department programs, or Fee-for-Service Provider Networks as a result of an investigation or audit conducted by Department or its agents, the Milwaukee County Division of Audit Services (DAS) , the Wisconsin Department of Health Services, the Department of Justice Medicaid Fraud Control Unit, the federal Department of Health and Human Services, the Federal Bureau of Investigation, or an authorized agent of any of these. This provision shall survive the termination of this Agreement regardless of the reason.
15. If the Department has waived the audit requirement for this Contract under Wisconsin Statute s.46.036, this waiver does not absolve Contractor from meeting any federal audit requirements that may be applicable or any audit requirements of other contracts. Waiver of the audit, or failure of Contractor to receive Department funding under this Contract and other County Agreements at a level that would require an audit does not absolve Contractor from submitting an un-audited schedule of program revenue and expenses as a final accounting to determine final settlement under this Contract. This provision shall survive the termination of this Agreement regardless of the reason.

M. COUNTY RIGHTS OF ACCESS AND AUDIT

The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the

Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to seven years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

11. Non-Discrimination and Equal Employment Opportunity

- A. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and that no eligible client shall be unlawfully denied services or be subjected to discrimination because of age, race, religion, color, national origin, sex, sexual orientation, location, handicap, physical condition, or developmental disability as defined in section 51.01 (5) Wisconsin Statutes.
- B. Contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of age, race, religion, color, national origin, sex, sexual orientation, location, handicap, physical condition, or developmental disability as defined in section 51.01 (5) Wisconsin Statutes. Contractor agrees to comply with the provisions of section 56.17 of the General Ordinances of Milwaukee Department and which is hereby incorporated by reference as though fully set forth herein.

12. Indemnity

- A. The Contractor agrees to the fullest extent permitted by law, to indemnify, defend, and hold harmless, the Department, and its agents, officers, and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including statutory benefits under Workers' Compensation laws, suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor, or its (their) agents which may arise out of or are connected with the activities covered by this Contract.
- B. Contractor shall indemnify and save Department harmless from any award of damages and costs against Department for any action based on U. S. patent and copyright infringement regarding computer programs involved in the performance of the programs and services covered by this Contract.
- C. Contractor agrees to indemnify Department for any amount(s) Department may be required to repay to the Wisconsin Department of Health Services by virtue of payments made to Contractor by Department under this Contract that the Department of Health Services determines to be overpayments or inappropriate payment.

13. Insurance

Contractor agrees to maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property of and/or claims which may arise out

of or result from Contractors activities, by whomever performed, in such coverage and amounts as required and approved by the County. Acceptable proof of such coverage shall be furnished to the County prior to commencement of activities under this agreement. A Certificate of Insurance shall be submitted for review for each successive period of coverage for the duration of this agreement, unless otherwise specified by the County, in the minimum amounts specified below.

Contractor shall provide evidence of the following coverages and minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers' Compensation and Employer's Liability & Disease	Statutory/Waiver of Subrogation \$100,000/\$500,000/\$100,000
General Liability Bodily Injury and Property Damage to include: Personal Injury, Fire, Products and Completed Operations	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
Automobile Liability Bodily Injury and Property Damage All Autos	\$1,000,000 Per Accident
Crime To include 3 rd party	\$100,000 Per Occurrence
Umbrella Liability Policy follows form to underlying Employer's, General, Automobile Liability policies.	\$5,000,000 Per Occurrence \$5,000,000 Aggregate

Milwaukee County shall be named as an Additional Insured on the General and Automobile Liability policies as respects the services provided in this agreement. A Waiver of Subrogation shall be afforded to Milwaukee County on the Workers' Compensation policy. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County.

The insurance specified above shall be placed with a Carrier approved to do business in the State of Wisconsin. All carriers must be A- rated or better per AM Best's Rating Guide. Any requests for deviations from or waivers of required coverages or minimums shall be submitted in writing and approved by Milwaukee County's Risk Manager as a condition of this agreement. Contractor shall notify Department immediately upon the commencement of any litigation against the Contractor where there is any possibility that Department may be made a party thereto.

14. Bonding Requirement

- A. A Fidelity bond covering employee dishonesty shall be evidenced covering every officer, director, agent, or employee of the Contractor who is authorized to receive or deposit funds under this Contract or who is authorized to issue financial documents, checks, or other instruments of payment for costs related to the programs and services provided under this Contract.
- B. The bond form shall be on a commercial blanket basis in the minimum occurrence amount of \$10,000, or 10% of the total amount of the contract award, whichever is greater. A Contractor who provides services under multiple contracts with the Department on Aging shall evidence the Fidelity bond in the occurrence amount applicable to the dollar amount of the largest single contract with the Department. The period of coverage shall be no less than for the period of this Contract, if not on a continuous basis, with a discovery period of not less than one year subsequent to cancellation or termination of the bond. The bond shall stipulate that the Contractor be given thirty (30) days advance notice by the surety prior to making any material change in, or cancellation of, the bond. The advance notice shall be by certified mail. The Contractor may procure fidelity coverage in a comprehensive crime policy, including money and security coverage as outlined in Section 13 A. above.

15. Withholding of Payments

Failure of Contractor to comply with Contract requirements may result in withholding or forfeiture of any payments otherwise due Contractor from Department by virtue of any Department obligation to Contractor until such time as the Contract requirements are met.

16. Contract Termination

- A. Department or Contractor may terminate this Contract for any reason, with or without cause, following thirty (30) days written notice, unless an earlier date is determined by Department to be essential to the safety and well-being of the clients covered by this Contract with the exception of those facilities which must meet the notification requirements as applicable in Chapter 50 licensing. Failure to comply with any part of this Contract may be considered cause for early termination by the offended party. In the event of termination, the Department will only be liable for programs and services rendered through the date of termination and not for the uncompleted portion or any materials or services purchased or paid for by Contractor for use in completing this Contract.
- B. Contractor shall notify County, in writing, whenever it is unable to provide the required quality or quantity of programs and services. Upon such notification, Department and Contractor shall determine whether such inability to provide the required quality or quantity of programs and services will require a revision or early termination of this Contract.
- C. Notwithstanding any other right of termination, Department reserves the right to immediately terminate, or reduce in scope, its obligations under this contract in the event that the sources of funding to the Department derived through State or Federal grants or contracts is terminated or reduced. This right of immediate termination for loss of funding applies even if Contractor has not been paid for services previously rendered.

- D. Department reserves the right to withdraw any qualified recipient from the program, service, institution, or facility of the Contractor at any time when in the judgment of Department it is in the best interest of Department or the qualified recipient to do so.

17. Advertising

Contractor shall partner with Department in promoting their own services and the services offered by Department. All brochures, announcements, press releases, signage, and other items used to promote services provided through this Contract must acknowledge that Department funds these services.

18. Coordination of Services

Contractor agrees to coordinate its service efforts with other health and human service providers to eliminate unnecessary duplication of services.

19. Client Contributions

- A. Where required by the relevant Program/Service Guidelines or Specifications, Contractor shall provide clients receiving services under this Contract the opportunity to voluntarily and confidentially contribute toward the cost of services they receive. All solicitations to contribute must be approved in advance by Department. Under no circumstances shall any otherwise eligible client be denied service under this Contract because of a failure to contribute toward the cost of the services provided.
- B. Contractor agrees to report to Department all funds contributed by clients and to record and document such contributions consistent with the accounting requirements for other funds received and expended under this Contract.
- C. Contractor agrees that any and all client contributions will be used as provided in the budget contained in Contractor's Proposal or to provide additional services to eligible clients under this Contract in the same manner and at a cost equivalent to other services purchased through this Contract. Contractor further agrees that all funds raised through client contributions that remain unspent at the end of this Contract must be spent in a manner approved by Department or reimbursed to Department.

20. Modifications

Contractor recognizes the right of Department to make reasonable modifications in the programs and services purchased under this Contract. Contractor shall be notified in writing two weeks prior to any such modifications.

21. Contract Renegotiation or Revision

- A. This Contract may be renegotiated in the event of changes required by law, regulations, court action, or inability of either party to perform as committed in this Contract.
- B. This contract may be revised in a written amendment signed by the authorized representatives of both parties.

22. Independent Contractor

Nothing contained in this Contract shall constitute or be construed to create a partnership, joint venture, or employer-employee relationship between Department or its successors or assigns and Contractor or its successors or assigns. In entering into this Contract and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor duly authorized to perform the acts required of it hereunder.

23. Subcontracts

Assignment of any portion of the services by subcontract is prohibited except upon prior written approval of Department.

24. Assignment Limitation

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns provided, however, that neither party could assign its obligations hereunder without the prior written consent of the other.

25. Resolution of Disputes

Contractor may appeal the decisions of Department in accordance with section 46.036 (7) Wisconsin Statutes.

26. Prohibited Practices

- A. During the period of this Contract, Contractor shall not hire, retain, or utilize for compensation, any member, officer, or employee of the Department of Aging representing Department or any person who to the knowledge of Contractor has a conflict of interest. No employee of the Department on Aging representing Department shall be an officer, member of the Board of Directors, or have a proprietary interest in Contractor's business.
- B. Contractor shall furnish Department with written disclosure of any financial interest, purchase or lease agreements, employment relationship, or professional services/consultant relationship which any of Contractor's employees, officers, board members, stockholders, or members of their immediate family may have with respect to any supplier to Contractor of goods and services under this Contract.
- C. Contractor attests that it is familiar with Milwaukee County's Code of Ethics (Chapter 9 of the General Ordinances of Milwaukee County) which states in part, "No person shall offer or give to any public official or employee, directly or indirectly, and no public official or employee shall solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction or omission by of the public official or employee."

- D. The use or disclosure by any party of any information concerning eligible clients who receive services from Contractor for any purpose not connected with the administration of Contractor's or Department's responsibilities under this Contract is prohibited, except with the informed written consent of the eligible client or the guardian of the client.

27. Liquidated Damages

As a means of quickly resolving questions of damages, the Contractor shall agree to the following schedule of liquidated damages. Should liquidated damages be assessed the Contractor shall be notified in writing. The assessed amount will then be deducted from the payments due the Contractor for the period in which the liquidated damage(s) occurred. MCDA will cooperate with the Contractor to fully explore any concerns regarding the service and performance standards. Each liquidated damage assessment will include supporting documentation. Should the Contractor wish to contest all or part of the notice of assessment of liquidated damages, it must, within ten (10) business days from the date of the notice, respond in writing to MTS, Inc. stating why such assessment is incorrect, after which MTS, Inc. may at its sole discretion affirm, modify or withdraw the assessment.

Liquidated damages shall not be imposed due to situations beyond control of the Contractor, including but not limited to: severe weather, local emergency or natural disaster, client behavior, strike or labor dispute or other items beyond the Contractor's control.

- A. **On-Time Performance:** The Contractor shall provide a minimum of 92% on-time performance on all scheduled trips. On time performance shall mean arrival at the destination prior to the scheduled appointment or activity, unless specifically arranged in advance to accommodate client needs. A penalty of \$750 will be assessed for each month the average exceeds that limit.
- B. **Ride Duration:** The average ride duration for trips shall not exceed 60 minutes. If the average monthly ride duration exceeds 65 minutes, a penalty of \$750 will be assessed for each month the average exceeds that limit.
- C. **Accidents/Incidents:** The Contractor shall report to MCDA all passenger and vehicle related accidents/incidents involving any property damage or personal injury resulting from service provided under this agreement. An incident report shall be completed within 72 hours of said incident and submitted to MCDA. The Contractor shall investigate all accidents and incidents and shall comply with all threshold requirements for FTA-mandated post-accident substance abuse testing. If the Contractor fails to report an accident/incident within the required time or fails to document such accident/incident, the Contractor may be assessed liquidated damages of \$500 per accident or incident.
- D. **Complaints:** The Contractor shall maintain a record of complaints received and shall work toward the positive resolution of all complaints within 72 hours of receipt. Failure to work in a timely fashion toward the positive resolution of a service complaint may be considered as an unresolved complaint, which will be subject to liquidated damages. Complaints relating to the official policies or procedures shall not be considered for the purposes of assessing liquidated damages. If MCDA determines that the Contractor has not adequately worked toward the

positive, timely resolution of complaints, MCDA may assess liquidated damages in the amount of \$100 for each unresolved complaint.

28. Ownership of Data

Upon completion of the work or upon termination of the Contract, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that Contractor has collected or prepared in carrying out this Contract shall be provided to and become the exclusive property of the County. Therefore, any reports, information and data, given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of County.

No reports or documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

29. Certification Regarding Contractor Debarment or Suspension

Contractor certifies to the best of its knowledge and belief, that it and its principals; (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offences enumerated in (2) of this certification; and (4) have not within a three-year period preceding this contract had one or more public transactions (Federal, state or local) terminated for cause or default.

By: _____
(Signature of Official Authorized to Sign Contract)

Date: _____

30. Certification Regarding Lobbying

Contractor certifies, to the best of his or her knowledge and belief, that:

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

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, land, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

By: _____
 (Signature of Official Authorized to Sign Contract)

Date: _____

For: _____
 (Name of Grantee)

 (Title of Grant Program)

31. Political Activity of Employees

Where applicable, Contractor shall comply with the provisions of the Hatch Act, which limit the political activity of employees who work in federally funded programs.

32. Notices

Notices to Department provided for in this Contract shall be sufficient if sent by certified or registered mail, postage prepaid, and notices to Contractor shall be sufficient if sent by certified or registered mail, postage prepaid, to the respective addresses stated in this Contract or to such other respective addresses as the parties may designate to each other in writing. Contractor agrees, that in conduct of its meetings, it will be guided by Wisconsin Statutes 19.81 et. seq.

33. Health Insurance Portability and Accountability Act of 1996

Department and Contractor agree to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and shall undertake any actions needed to protect individually

identifiable health information (45 C.F.R. 164.501) as required under current or future HIPAA regulations as determined by the U.S. Department of Health and Human Services and the Wisconsin Department of Health Services.

Department and Contractor agree that changes to the Contract that would be necessary for one or both parties to meet the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) shall be made upon discussion and execution of a Contract amendment containing the necessary changes. Neither party shall withhold agreement to modifications to the Contract necessary for one or both parties to comply with HIPAA.

34. Contract Content

The entire Contract of the parties, with all attached exhibits and assurances, together with the relevant Program/Service Guidelines or Specifications and Contractor's Proposal as negotiated is contained herein. This Contract supersedes all oral agreements and negotiations and all writings not herein referred to and incorporated. This Contract may be executed in two or more counterparts, each of which shall be deemed as original.

35. Approval

It is expressly understood and agreed that the parties' obligations hereunder are subject to state approval and federal concurrence with this Contract.

Department enters into this Contract as authorized under ss. 59.17 (2) (b) 4, 59.255 (2) (e), and 59.42 (2) (b) 5 Wisconsin Statutes. Contractor enters into this Contract pursuant to and by authority of its Board of Directors at its meeting on _____.

EXHIBIT I

Milwaukee County Department on Aging
Descriptions of Proposed Programs and Services
Funding Period: January 1, 2020 to December 31, 2020

1.0 General Program Information

1.01 Program Title or Type of Service to be Provided: Milw. Cnty Specialized Transportation Program for Older Adults

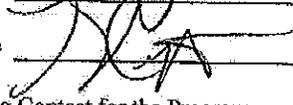
1.02 Agency Name: Able Access Transportation LLC

1.03 Address of Primary Office: 2620 W Silver Spring Dr.
Milwaukee, WI 53209

1.04 Phone Number 414-536-5800 FAX# 414-536-5858

1.05 Office Hours 7:00 am - 6:30 pm Monday - Friday E-mail annette@ableaccesstransportation.com

1.06 Official(s) Authorized by the Board of Directors to Sign Contracts/Reports for the Agency:

Name, Title	<u>Annette Tipton, Vice President / Partner</u>	Signature	
Name, Title	<u>Steven Tipton, President / Partner</u>	Signature	

1.07 Staff Contact for the Program: Accounting Contact for the Program

Name, Title	<u>Annette Tipton, Vice President / Partner</u>	Name, Title	<u>Annette Tipton, Vice President / Partner</u>
Phone and e-mail	<u>414-536-5800,</u> <u>annette@ableaccesstransportation.com</u>	Phone and E-mail	<u>414-536-5800,</u> <u>annette@ableaccesstransportation.com</u>

1.08 Type of Agency (please check those that apply):

Public Non-profit Proprietary

Minority (owned, directed, or predominantly staffed by minority groups)

1.09 Federal ID No. 39-2019145 State Tax Exempt No. N/A

1.10 Type of Request: New Continuation

1.11 Amount of Department on Aging Request: \$ 1,410,460

1.12 Total Agency Budget: \$ 1,410,455

1.13 Proposed Cost Per Unit of Service: \$ See below

1.14 Proposed Units to be Provided: Meal site: \$13.06 Ind Medical: \$23.23
Ind Group: \$13.56 Ind Non Med: \$26.10
Group grocery: \$9.41

3.0 Program Staffing Information - Positions Funded by Department on Aging, Match, or Other Resources

A. Position Title	B. % Full Time Equivalent	C. Salary and/or Wage Subtotals	D. Fringe Subtotal \$	E. Total All (C & D)	F. Staff Demographics (Check all that apply)							
					Female	Minority	Disabled	Age 45 - 54	Age 55 - 64	Age 65 - 74	Age 75+	
Operations Supervisor	100	40,560	13,853	54,413	x	x			x			
Dispatch Supervisor	100	39,000	13,602	52,602	x	x						
Dispatcher	100	33,280	12,684	45,964		x			x			
Dispatcher	100	33,280	12,684	45,964		x			x			
Customer service	100	32,240	12,517	44,757		x			x			
Customer service	100	32,240	12,517	44,757		x			x			
Driver(s) - 1	100	29,120	12,016	41,136		x			x			
Driver(s) - 2	100	27,248	11,715	38,963		x			x			
Driver(s) - 3	100	27,248	11,715	38,963		x			x			
Driver(s) - 4	100	27,248	11,715	38,963		x					x	
Driver(s) - 5	100	27,248	11,715	38,963		x			x			
Driver(s) - 6	100	27,248	11,715	38,963		x			x			
Driver(s) - 7	100	27,248	11,715	38,963		x			x			
Driver(s) - 8	100	27,248	11,715	38,963		x		x				
Driver(s) - 9	100	27,248	11,715	38,963		x		x				
Driver(s) - 10	100	27,248	11,715	38,963		x					x	
Driver(s) - 11	100	27,248	11,715	38,963		x		x				
Driver(s) - 12	100	27,248	11,715	38,963		x		x				
Driver(s) - 13	100	27,248	11,715	38,963		x		x				
Driver(s) - 14	100	27,248	11,715	38,963		x					x	
Driver(s) - 15	100	27,248	11,715	38,963		x					x	
Driver(s) - 16	100	27,248	11,715	38,963		x			x			
Driver(s) - 17	100	27,248	11,715	38,963		x			x			
Driver(s) - 18	100	27,248	11,715	38,963		x			x			
Driver(s) - 19	100	27,248	11,715	38,963		x					x	
Driver(s) - 20	100	27,248	11,715	38,963		x					x	
Driver(s) - 21						x					x	
Driver(s) - 22												
Driver(s) - 23												
Total: Category) (Each		\$ 757,432.00	\$ 312,453.42	\$ 1,069,885.42								

Note: Total wage and fringe for all staff positions (Column E of 3.0 of Program Staffing Information) should match the total wage and fringe on Column 6 of the 4.0 Budget Summary, Personnel Subtotal.

Itemize below percentage of agency fringe benefit costs:

FICA	7.65%
Pension	n/a
Workers comp	6.76%
Unemployment comp	1.65%
Disability insurance	n/a
Health insurance	\$ 7,338.54
Life insurance	Inc above
Other (dental)	Inc above

3.1 Program Staffing Information: Wages and Benefits

Please list each individual separately, using as many copies of this form as needed.

Position Title	Hours Per Week	Annual Salary	Hourly Wage Rate	Fringe Benefit Category	Check if Employer Pays Fringe Benefit	County of Residence
Operations Supervisor (Office Mgt)	40	\$40,560	\$ 19.50	Health Insurance	X	Milwaukee
				Dental Insurance	X	
				Life Insurance	X	
Dispatch Supervisor	40	\$39,000	\$ 18.75	Health Insurance	X	Milwaukee
				Dental Insurance	X	
				Life Insurance	X	
Dispatcher	40	\$33,280	\$ 16.00	Health Insurance	X	Milwaukee
				Dental Insurance	X	
				Life Insurance	X	
Customer Service	40	\$ 31,200	\$ 15.00	Health Insurance	X	Milwaukee
				Dental Insurance	X	
				Life Insurance	X	
Customer Service	40	\$ 31,200	\$ 15.00	Health Insurance	X	Milwaukee
				Dental Insurance	X	
				Life Insurance	X	
Driver 1	40	\$ 29,120	\$ 14.00	Health Insurance	X	Milwaukee
				Dental Insurance	X	
				Life Insurance	X	
Driver 2	40	\$ 27,248	\$ 13.10	Health Insurance	X	Milwaukee
				Dental Insurance	X	
				Life Insurance	X	
Driver 3	40	\$ 27,248	\$ 13.10	Health Insurance	X	Milwaukee
				Dental Insurance	X	
				Life Insurance	X	
Driver 4	40	\$ 27,248	\$ 13.10	Health Insurance	X	Milwaukee
				Dental Insurance	X	
				Life Insurance	X	
Driver 5	40	\$ 27,248	\$ 13.10	Health Insurance	X	Milwaukee
				Dental Insurance	X	
				Life Insurance	X	
Driver 6	40	\$ 27,248	\$ 13.10	Health Insurance	X	Milwaukee
				Dental Insurance	X	
				Life Insurance	X	
Driver 7	40	\$ 27,248	\$ 13.10	Health Insurance	X	Milwaukee
				Dental Insurance	X	
				Life Insurance	X	
Driver 8	40	\$ 27,248	\$ 13.10	Health Insurance	X	Milwaukee
				Dental Insurance	X	
				Life Insurance	X	
Driver 9	40	\$ 27,248	\$ 13.10	Health Insurance	X	Milwaukee
				Dental Insurance	X	
				Life Insurance	X	
Driver 10	40	\$ 27,248	\$ 13.10	Health Insurance	X	Milwaukee
				Dental Insurance	X	
				Life Insurance	X	
Driver 11	40	\$ 27,248	\$ 13.10	Health Insurance	X	Milwaukee
				Dental Insurance	X	
				Life Insurance	X	
Driver 12	40	\$ 27,248	\$ 13.10	Health Insurance	X	Milwaukee
				Dental Insurance	X	
				Life Insurance	X	

3.1 Program Staffing Information: Wages and Benefits

Please list each individual separately, using as many copies of this form as needed

Position Title	Hours Per Week	Annual Salary	Hourly Wage Rate	Fringe Benefit Category	Check if Employer Pays Fringe Benefit	County of Residence
Driver 13	40	\$ 27,248	\$ 13.10	Health Insurance	X	Milwaukee
Driver 14	40	\$ 27,248	\$ 13.10	Dental Insurance	X	
Driver 15	40	\$ 27,248	\$ 13.10	Life Insurance	X	
Driver 16	40	\$ 27,248	\$ 13.10	Health Insurance	X	Milwaukee
Driver 17	40	\$ 27,248	\$ 13.10	Dental Insurance	X	
Driver 18	40	\$ 27,248	\$ 13.10	Life Insurance	X	
Driver 19	40	\$ 27,248	\$ 13.10	Health Insurance	X	Milwaukee
Driver 20	40	\$ 27,248	\$ 13.10	Dental Insurance	X	
				Life Insurance	X	

3.2 Direct Service Staff Turnover and Vacancy

2019 Service Provider:
Able Access Transportation LLC

	I	II	III	IV	V	VI
Title of Program or Service Contract (Department or Aging)	Number of Direct Service Staff employed in contract on January 1, 2019	Number of staff listed in Column I who remained employed on July 1, 2019	Number of new employees replacing staff listed in Column I by July 1, 2019	Percent of Column I employees replaced by July 1, 2019 (Column III divided by Column I)	Staff listed in Column I whose positions were vacant on July 1, 2019	Percent of Column I positions vacant on July 1, 2019 (Column V divided by Column I)
Example: Transportation	10	7	2	20%	1	10%
Operations Supervisor	1	1	0	0%	0	0%
Dispatch Supervisor	1	1	0	0%	0	0%
Dispatchers	2	2	0	0%	0	0%
Drivers	18	20	0	***	0	0

**We added drivers to the contract

Note:

Direct Service Staff are defined as persons employed under the contract whose job routinely brings them into contact with clients, either in person or over the telephone.

4.0 Program Budget Summary

Provider Name Able Access Transportation LLC

Contract Period Jan 1, 2020 - Dec 31, 2020
 Program/Service Specialized Transportation

ITEM	1 Department on Aging Request	2	3 Non-Federal Match (10% of Program Costs) Cash In-Kind	4 Anticipated Program Revenue	5 All Other Program Resources	6 Program Total
1. PERSONNEL						
A. Wages & Salaries	757,432.00		75,743.20			833,175.20
B. Fringe (44 %)	312,453.42		31,245.34			343,698.76
C. Other ()						
SUBTOTAL	1,069,885.42		106,988.54			1,176,873.96
2. TRAVEL EXPENSES						
A. Local						
B. Out of Town						
SUBTOTAL						
3. FACILITIES EXPENSE						
A. Rent	40,500.00		4,050.00			44,550.00
B. Utilities	3,500.00		350.00			3,850.00
C. Other (Describe)						
SUBTOTAL	44,000.00		4,400.00			48,400.00
4. OPERATING EXPENSES						
A. Office Supplies	3,950.00		395.00			4,345.00
B. Consumable Supplies	7,900.00		790.00			8,690.00
C. Telephone	23,500.00		2,350.00			25,850.00
D. Postage	500.00		50.00			550.00
E. Equipment	7,500.00		750.00			8,250.00
F. Other (Fuel)	95,000.00		9,500.00			104,500.00
SUBTOTAL	138,350.00		13,835.00			152,185.00
5. MISCELLANEOUS						
A. Employee Uniforms	8,500.00		850.00			9,350.00
B. Consultant Fees	30,000.00		3,000.00			33,000.00
C. Audit	15,000.00		1,500.00			16,500.00
D. Other (Insurance)	104,720.00		10,472.00			115,192.00
SUBTOTAL	158,220.00		15,822.00			174,042.00
6. INDIRECT COSTS						
A. Indirect Costs (Form 4.1)						
B. Other (Describe)						
SUBTOTAL						
7. COLUMN TOTAL FOR ALL COSTS						
	1,410,455.42		141,045.54			1,551,500.96
8. TOTAL NON-FEDERAL						
9. PROFIT FACTOR						

*Provide source of Non-Federal Cash match or description of In-Kind Match:

Rent, utilities, maintenance, supplies, phone, fuel, uniforms, consulting fees, audit fees and insurance

** Indirect costs must be reported by agencies that provide more than one program, service, or activity.

Form 4.1 must be completed, describing specific indirect costs and the plan for allocating those costs.

4.2 Program Volume Data and Unit Rate Calculation

(Complete for Transportation or Persons with Developmental Disabilities programs only)

1. Name of Agency Able Access Transportation LLC
2. Name of Program/Service Transportation Services for Older Adults
3. Number of Program Operating Days Monday - Friday
4. Number of Program Operating Hours 7:00 am - 5:30 pm
5. Specific Type of Unit of Services
(See Program Specifications/Guidelines for Unit of Service Definitions) _____
6. Estimated Total Number of Unduplicated Clients to be Served
(Unduplicated clients counted only once no matter how many times served)

Monthly	<u>935 (average)</u>
Annually	<u>11,220</u>
7. State law requires that purchase of service contracts must specify the anticipated absenteeism rate under such contracts. The absenteeism rate is defined as the rate the overall purchase clientele is expected to be absent at the scheduled time without prior planning.

Anticipated Monthly Absenteeism Rate	<u>15 %</u>	Cancels at the door
--------------------------------------	-------------	---------------------
8. Total Cost of Program/Service \$ 1,410,460
(Include Department on Aging Request, Non-federal match, and Other Resources (4.0 Budget Summary))
9. Total Milwaukee County Department on Aging Units of Services for Entire Contract Period 90000
(Briefly describe the methodology used to determine total units of service)
10. Total Milwaukee County Department on Aging Request for Entire Contract Period \$ 1,410,460.00
(This amount should be included in 4.0 Budget Summary, Column 1 and should also be included on the cover page, Exhibit I, Line 1.11)
11. Unit Cost per Milwaukee County Department on Aging Funded Unit of Service \$ 15.67
(Divide Item Number 10, Total Milwaukee County Department on Aging Request, by Item Number 9, Total Milwaukee County Department on Aging Units of Service, with the unit cost shown on the cover page, Exhibit I, Line 1.13)
12. Other comments by applicant concerning client volume and cost of program/service. (Include in this section any unique characteristics of your agency and/or service which further clarify the amount and cost of service offered in this proposal. Attach any additional pages needed to answer this question.

5.0 Terms, Conditions, and Assurances

The applicant agrees to comply with the following regulations, requirements, policies, and documents for the entire period of any contract with the Milwaukee County Department on Aging.

1. The applicant will comply with all federal, state, and local laws and requirements relating to equal opportunity in employment and the delivery of services and will submit, as required below, Affirmative Action Plans and Civil Rights Compliance Action Plans that meet Equal Opportunity Requirements under the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Titles VI and XVI of the Public Service Health Act, as amended, the Age Discrimination Act of 1975, as amended, the Americans with Disabilities Act of 1990, as amended, and other relevant federal laws, state statutes, and County Ordinances.
2. The terms of a Milwaukee County Department on Aging Purchase Agreement.
3. The relevant Milwaukee County Department on Aging Program/Service Guidelines or Specifications.
4. The Milwaukee County Department on Aging Administrative Policies and Procedures.
5. Manual of Policies, Procedures, and Technical Assistance for the Wisconsin Aging Network.
5. All federal, state, and local laws and regulations pertaining to the funding or the provision of the proposed program or services.

The undersigned further offers the following specific assurances:

A. Environment, Licensure, and Accessibility

1. The proposed service site meets minimum standards of local Building, Fire, and Health Departments.
2. The proposed service site has adequate space and equipment to provide the proposed program or services.
3. Where state or local public jurisdiction requires licensure, certification, or permits for the provision of the proposed program or service, the applicant assures that it will possess all required licenses, permits, and certifications for the entire period of any contract with the Department on Aging.
4. The proposed service site will be accessible to older persons with disabilities.

B. Sponsorship and Sponsor Goals

1. The applicant will acknowledge the sponsorship of the Milwaukee County Department on Aging on all announcements of the proposed program or service, but will not attribute any statement to the Department without written clearance.

2. The applicant will not be in conflict with the stated goals and policies of the Milwaukee County Department on Aging.

C. Staffing

1. The applicant is willing to employ staff appropriate for the primary service population in need of the proposed program or service.
2. The applicant will not discriminate in its employment policies as to race, age, creed, sex, or national origin, and will, as appropriate, attempt to employ people 45 years of age and older.
3. The applicant will provide proper supervision for the proposed program or service and specify supervisory responsibilities.
4. The applicant will comply with the requirements of Wisconsin 1997 Act 27 and s. 48.685 and s. 50.065, Wis. Stats., including conducting employee background checks as may be required under state law.

D. Training

The applicant agrees to provide for, or participate in, such training as may be necessary to enable paid and volunteer project personnel to effectively provide and administer the proposed program or service.

E. Reporting and Record Keeping

1. The applicant will assist the Milwaukee County Department on Aging in meeting reporting and/or research requirements, including outcomes and outcome measures.
2. The applicant will use only the official forms provided by the Milwaukee County Department on Aging to submit required monthly reports on the proposed program or service. Any computer-generated substitute of official forms must be approved in advance by the Milwaukee County Department on Aging prior to use.

F. Coordination with Other Service Providers

The applicant assures that it will coordinate its proposed program or service with other service providers serving older adults in Milwaukee County, including senior centers and the Senior Meal Program.

G. Maintenance of Non-Federal Funding

The applicant assures that it will continue or initiate efforts to obtain funds from private sources and other public organizations to maintain the proposed program or service.

H. Equal Employment Opportunity Requirements

Based upon Section 56.17 of Milwaukee County General Ordinances, and relevant Federal and State laws and regulations, the applicant must, and assures that it will, comply with the following

requirements during the entire period of any contract with the Milwaukee County Department on Aging.

1. Affirmative Action Plan: Agencies that have fewer than 50 employees and a Milwaukee County contract are urged to voluntarily develop and keep on file an Affirmative Action Plan and a Civil Rights Compliance Action Plan. Agencies that have a Milwaukee County contract and have 50 or more employees are required to develop and/or update an Affirmative Action Plan. Plans should be submitted to the County Audit Compliance Manager, at City Campus, 2711 West Wells Street, 9th Floor, Milwaukee, WI 53208.

Information regarding basic statistics on population and labor force can be obtained from the Labor Market Analyst, Job Service, State Office Building, 819 North 6th Street, Milwaukee, WI 53203 (Tel. 227-4310).

2. Civil Rights Compliance Action Plan: Agencies that have a Milwaukee County contract shall have a Civil Rights Compliance Action Plan that ensures that no person shall, on the grounds of race, color, national origin, age, sex, religion, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by Federal and State funds. Copies of a sample plan that meets Wisconsin Department of Health Services requirements are available from the Department on Aging.
3. EEO-1 Report: Applicable to agencies that have a contract of \$50,000 or more and have 50 or more employees. An EEO-1 report is to be submitted annually on or before March 31 to the Joint Reporting Committee, P. O. Box 1480, Arlington, Virginia, 22210 (Tel: 703-841-9620); a copy must be sent to the County Audit Compliance Manager. Forms are available from the U. S. Department of Labor, Office of Federal Contract Compliance Programs.
4. Equal Employment Opportunity Certificate for Milwaukee County Contracts: Applicable to all agencies. Form is enclosed. Each applicant must sign and return this form with their proposal.
5. Equal Opportunity Policy Statement: Applicable to all agencies. Form is enclosed. Agencies must sign and post copies on bulletin boards in each facility operated under a Department on Aging contract.
6. Equal Employment Opportunity Poster: Applicable to all agencies. Agencies must post one in each facility operated under a Department on Aging contract.
7. Equal Employment Opportunity Requirements: Following are the equal opportunity requirements by which all contract agencies must abide:
 - a. No otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination in any manner on the basis of race, color, national origin, religion, sex, disability, or age. This policy covers eligibility for and access to service delivery and treatment in all programs and activities.

- b. No otherwise qualified person shall be excluded from employment, be denied the benefits of employment, or otherwise be subject to discrimination in employment in any manner or term of employment on the basis of age, race, religion, color, sex, national origin, ancestry, or handicap [as defined in Section 504 and the Americans with Disabilities Act (ADA)], physical condition, developmental disability [as defined in s. 51.01 (5)], arrest or conviction record (in keeping with provisions of s. 111.32), sexual orientation, marital status, or military participation. All employees are expected to support goals and programmatic activities relating to non-discrimination in employment.
- c. Should the applicant be awarded a contract by Milwaukee County, the applicant shall, during the period of that contract, post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator, and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be made available in languages and formats understandable to applicants, clients, and employees. The Wisconsin Department of Health Services will provide appropriately translated state-mandated brochures and forms for local distribution.
- d. The applicant agrees to comply with guidelines in the Civil Rights Compliance Standards and a Resource Manual for the Wisconsin Department of Health Services, its County Service Providers, and their Subcontractors for Equal Opportunity in Service Delivery and Employment, copies of which are available through the Department on Aging.
- e. The applicant agrees to cooperate with the Department on Aging and the Wisconsin Department of Health Services in developing, implementing, and monitoring corrective action plans that result from complaint investigations or other monitoring efforts.

I. Authorizations

- 1. The applicant authorizes the Department on Aging to contact other governmental agencies with which the applicant has contracted to determine:
 - a. If the amount and quality of contracted programs or services provided by the applicant have been satisfactory.
 - b. Whether the applicant has met all programming requirements under its contracts.
- 2. The applicant assures the Department on Aging that the applicant possesses the legal authority to submit a proposal to provide programs or services for the Department on Aging during 2019, and that its Board of Directors has authorized the filing of this proposal at its meeting of:

10/21/19

(Date of board meeting)

I hereby certify that the information in this proposal is true and correct, and that the program or service proposed herein is consistent with our organization's Articles of Incorporation and Bylaws and that submission of the proposal has been approved by a majority of the Board of Directors. Our organization further agrees to all of the above terms, conditions, and assurances and will submit all required reports and a certified financial audit for the years during which the organization has contracted to provide programs or services for the Department on Aging.

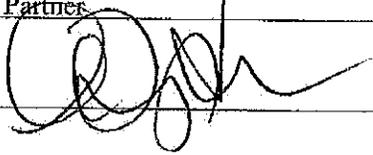
Name of Applicant

Representative: Annette Tipton

Title of Applicant

Representative: Partner

Signature of Applicant

Representative:  _____

Date of Signature: October 22, 2019

EEOC COMPLIANCE

2019 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS

CONTRACTOR hereby certifies that it is in compliance with the equal opportunity policy and standards of Milwaukee County, and Federal rules and regulations regarding nondiscrimination in employment and service delivery.

Nondiscrimination (Milwaukee County General Ordinance (MCGO) 56.17)

CONTRACTOR certifies that in the performance of work or execution of this contract, it shall not discriminate against any employee or applicant for employment because of race, color, national origin, or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships.

CONTRACTOR will post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the County setting forth the provisions of the non-discriminatory clause.

A violation of these provisions shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the CONTRACTOR for use in completing the contract.

Equal Opportunity (Title 41 of the Code of Federal Regulations, Chapter 60 (41 CFR 60))

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting for the provision of his nondiscrimination clause. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Affirmative Action Program (41 CFR 60-1.40)

CONTRACTOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program (and will so certify prior to the award of the contract), which shall have as its objective to increase the utilization of women, minorities, and disabled persons and other protected groups, at all levels of employment in all divisions of the CONTRACTOR'S work force, where these groups may have been previously under-utilized and under-represented. CONTRACTOR also agrees that in the event of any dispute as to compliance with the preceding requirements, it shall be its responsibility to show that all requirements are met.

Non-Segregated Facilities (41 CFR 60-1.8)

CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained..

Subcontractors

CONTRACTOR certifies that it has obtained or will obtain certifications regarding non-discrimination, an affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee Count before the award of any subcontracts, and that it will retain such certifications in its files.

Reporting Requirement

Where applicable, CONTRACTOR certifies that it will comply with all reporting requirements and procedures established in 41 CFR 60.

Affirmative Action Plan

CONTRACTOR certifies that, if it has 50 or more employees, that it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Mr. Paul Grant, Audit Compliance Manager, Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with the Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR will also require its subcontractors that have 50 or more employees to establish similar written affirmative action plans.

Employees

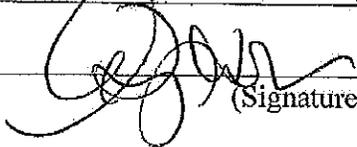
CONTRACTOR certifies that it has the following number of employees in the Standard Metropolitan Statistical Area, which includes the counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin: 55. CONTRACTOR certifies that

it has the following total number of employees in its workforce:
55

Executed this 22 day of October, 2019

Firm Name: Able Access Transportation LLC

Address: 2620 W Silver Spring Dr, Milwaukee WI 53209

Representative:  Partner
(Signature/Title)



PO Box 240025
Milwaukee Wisconsin 53224
Tel: (414) 536-5800 Fax: 414-536-5858

2620 W Silver Spring Dr.
Milwaukee Wisconsin 53209

Affirmative Action Affidavit

It is the policy of Able Access Transportation LLC not to discriminate against any employee or any applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This policy shall include, but not be limited to, the following: recruitment and employment, promotion, demotion, transfer, compensation, selection for training including apprenticeship, layoff and termination. This company further agrees to take affirmative action to ensure equal employment opportunities.

During the life of contract with Milwaukee County Department on Aging, Able Access Transportation LLC shall comply with s. 16.765, Wis. Stats., state regulations and federal laws relating to equal employment opportunities and affirmative action. The company shall continue to work cooperatively with government and community organizations to take affirmative action to ensure equal employment and advancement opportunities.

Annette M. Tipton

Typed Name

A handwritten signature in black ink, appearing to read "Annette M. Tipton", written over a horizontal line.

Signature

October 22, 2019

Date

Partner

Title



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH TBE

PROJECT No. _____ PROJECT TITLE Transportation Services for Older Adults

2020 TOTAL CONTRACT AMOUNT (less allowances) \$ \$1,410,460 TBE Goal: _____

Name & Address of TBE	Scope of Work Detailed Description	1) TBE Contract Amount	2) % of Total Contract
Able Access Transportation, Inc.	Transit of older adults in Milwaukee County	\$1,410,460	100%

- The total project contract amount is an estimate based on the outcome of negotiation between the Prime and Milwaukee County. In some situations the TBE sub-contract amount **might NOT** be based on the total project contract amount.
- The **percentage** is based on the eligible scope of services that TBE participation can reasonably be obtained; which might not be based on the total project contract amount. The commitment percentage is the key indicator of TBE participation. The **Pass/Fail** determination is based on the percentage stated in the RFP/BID. If the Prime is using one or multiple TBE companies the sum of the percentages **MUST** satisfy the minimum percentage stated in the RFP/BID. Note the percentage indicated on this document will be viewed by CBDP the Prime's **COMMITMENT** to the TBE company.

Bidder/Proposer Commitment (To be completed by firm committing work to TBE)

I certify that the TBE firm quoted the identified service(s) and cost(s). I further acknowledge our firm having negotiated with, and having received confirmation, on partnering, pricing and delivery from the TBE firm listed herein.
 Prime Contractor/Consultant _____ Phone: _____ or one of our subs, will enter into contract with the TBE firm listed, for the service(s) and amount(s) specified when awarded this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.
 N/A _____ N/A _____

Signature of Authorized Representative _____ Name & Title of Authorized Representative _____ Date _____

TBE Affirmation (To be completed by TBE Owner/Authorized Representative)

- I affirm that our company is certified as (check all certifications that apply)
 - DBE by the Wisconsin Unified Certification Program certifying partners
 - MBE by State of Wisconsin DOA
 - WBE by State of Wisconsin DOA
 - SBE by SBA Federal Size Standards, NAICS and registered in SAM
 - SBE by Milwaukee County
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein. I understand and accept that this commitment is for service(s) to be rendered in completion of the project specified herein and all work is to be completed with my own forces. I affirm that approval from CBDP will be obtained prior to subletting any portion of this work awarded to my firm on this project. I affirm that our company meets one of the following requirements: Certified as DBE and listed in the Wisconsin UCP Directory, certified as MBE or WBE with the State of Wisconsin DOA, or SBE firm certified by Milwaukee County or meets the SBA size standards and is listed in the SAM directory.

Signature of Authorized TBE Representative [Signature] Name & Title of Authorized TBE Representative Annette Tipton Partner Phone Number 414-536-5800 Date 10/22/19

FOR CBDP USE ONLY

Commitment number _____ of _____ Participation: _____ Project Total: _____

Authorized Signature _____ Date _____

Milwaukee County Department on Aging

Form 2.0 – Program Summary

1. Mission and Goals

Able Access Transportation's mission statement: To provide safe, reliable, and efficient transportation services by employing the right people and utilizing the most efficient tools to accomplish this task. We employ and develop team-oriented service staff and seek out technologies that promote efficiency, safety, and reliability. Our mission supports and enhances MCDA's mission because the services we provide are essential in assuring that the older persons can be independent. We do that by providing an efficient transportation service. Our team mission is to hire individuals who are professional and will provide older persons with service in a professional and dignified manner.

2. Service Delivery Plan

Our service plan encompasses all of the service program offerings including transportation to/from (1) Senior Homes, (2) Milwaukee County Senior Center programming, (3) various local retail stores and service establishments for meal programs, medical appointments, social/recreational, senior program and senior citizen activities in accordance with RFP# 98180031 and as directed by staff at Milwaukee County Department on Aging. The service is door - door with additional assistance to the client as necessary (with shopping bags, etc.).

To provide an efficient and streamlined service, we maintain and operate an automated appointment scheduling and ride dispatch system. This software is a fully functional non-emergency medical transportation (NEMT) software system with integrated Mobile Data Devices. We use this system to its full capability.

We create and maintain individual client profiles that include the clients name, address, phone number, and mobility needs (ambulatory, wheelchair, scooter, walker, etc.). Any client special needs are kept and recorded as a "comment" such as; doorbell does not work or pick client up in rear of the building). Client data is gathered and retained for future use.

Client Ride Appointments are entered into our scheduling software program in accordance with the needs of the client. We can enter one-time appointments or

recurring calendar appointments based upon specific client needs – for instance Monday, Wednesday and Friday for a dialysis patient.

Scheduling: We can book rides in advance without limitation, Able Access Transportation's schedulers are generally working ahead one to five days. Our schedulers review and correct route structures continuously to manage ride duration, improve scheduled on-time performance, efficiency, and route productivity.

Daily trip schedules are compiled using route templates by utilizing our scheduling software optimization system. Additional appointments or on demand ride requests are scheduled and assigned to driver routes by using the optimized software scheduling system.

Will call clients are scheduled and dispatched on-demand and in real-time.

Dispatching: Our dispatchers are responsible for managing drivers and their routes to ensure on-time transportation performance. Our dispatchers control the paratransit operation as well as maintain administrative functions that are critical in ensuring the business operation runs smoothly. The dispatchers are responsible for driving performance standards.

Drivers are assigned specific vehicles and routes and retrieve this information by logging onto their MDT's to obtain their daily schedule.

Driver Communication: All vehicles are equipped with Mobile Data Devices. All routes are electronically transmitted to the drivers via this device. Two-way communication as necessary can be made utilizing the Mobile Data Device.

Billing / Invoicing: All billing is generated directly from our transportation software based upon actual activities performed.

3. Staffing Plan

Able Access Transportation holds passenger and employee safety as a fundamental responsibility and goal. The personality and outlook of an applicant are critical to the hiring decision because a passenger must have a positive experience and be greeted each time by someone who is friendly, helpful and understands that transit is a customer service business. Interviews and hiring decisions must follow standard company procedures.

In selecting prospective candidates for safety-sensitive positions, all applicants must complete and sign an application for employment, sign a Department of Transportation Driver Licenses search release form, and sign a criminal background investigation release form. Our pre-screening efforts identify applicants where their DOT record proves to be unfavorable for insurance coverage, their background investigation reveals crimes against persons or the elderly, or their work history indicates more than unlikely to be suitable for working with individuals with physical and/or cognitive disabilities. Applicants must be verified by a state issued identification card or driver's license.

Department of Motor Vehicle Records Check - Drivers

Applicants with more than three (3) moving violations convictions, or their driver's license suspended in the last three (3) years, or convicted of a DUI or DWI within the past five (5) years, or more than one (1) DUI or DWI conviction in their driver's record history, nor any other than a class 1 conviction in ten (10) years will be ineligible for a safety sensitive position.

Criminal Record Background Check – All Employees

In addition to DMV records checks, criminal records are also researched. The results of the check, must, at a minimum, must meet Able Access Transportation LLC's standards.

Crimes of violence, sexual offenses, drug use or sale, child pornography, civil disorder, crimes against the state, or similar offenses: Persons with convictions for these crimes are not eligible for employment.

Pre-Employment Reference Check

All hiring managers are required and responsible for performing a complete reference check prior to making an offer of employment to a candidate. The reference check may include verification of employment, performance and any factual information represented on the application.

Drug-Free workplace policy

Safety of our employees and passengers is of utmost importance to our company. As transportation providers, we are responsible for the safety of our drivers, our passengers, and the public. The intent of our policy is to send a clear message that illegal drug use, abuse of prescription drugs and alcohol abuse are not compatible with working for Able Access Transportation, LLC. Therefore, we will maintain and strictly enforce a ZERO TOLERANCE Drug-Free Workplace Policy.

Pre-Employment Screen

Able Access requires a FTA/ DOT a negative pre-employment drug screening before final job offer can be made.

4. Accessibility

We are a paratransit organization; therefore, we employ vehicles to accommodate both Ambulatory and Wheelchair clientele in accordance with ADA rules and regulations.

5. Experience

In 2001, we began our service by transporting individuals for Milwaukee County Department on Aging's Family Care program and Medicaid T-19. We worked on those contracts through 2015. As part of a strategic endeavor, we changed our organizational philosophy to provide exclusive contracted service to governmental agencies who need specialized transportation services like ours. Since that time, we began serving disabled American Veterans within a 300-mile radius of Milwaukee. We have vast experience with not only older adults but all age groups and all modalities.

6. Administrative Ability

The organization's owners have almost 19 years of Paratransit experience. All of our administrative staff members individually have several years of NEMT/ paratransit experience. Our staff is trained on all aspects of the organization from Appointment Scheduling through Dispatch. This enables them to have a full picture of our operation. This rounded knowledge allows them to understand the cause and effects of transactional items so they can efficiently and effectively resolve problems or improve services as necessary.

We lease a fully functional transportation software designed specifically for NEMT services. This program streamlines our operation and maintains transactional records of each transportation item. This allows us the ability to easily bill our clientele with as little or as much detail as they require.

7. Program Outcomes and Quality Assurance

We monitor on-time performance and trip duration to ensure that we're not only meeting but exceeding MCDA's contracted requirements. These measurements allow us to implement improvements when we see performance anomalies or deficits. We can quickly put into place a corrective action to improve services.

8. Coordination Activities

Transportation services are scheduled daily for non-recurring rides such as medical trips or individual rides to the grocery store. Our scheduling staff create ride templates for recurring rides (such as individual daily trips to meal sites or for medical appointments) which allows us to provide a service consistency.

Drivers are provided with Mobile Data Terminals (MDT's) so they can retrieve their work manifests daily. All transactions are performed on these MDT's and are in real-time. We can always track via GPS the activities of our drivers. This allows us to re-trace the route of our drivers.

Return rides are dispatched in real-time utilizing our software.

9. Budget Justification

Our costs have increased in 2020. These costs include substantial increases in healthcare, insurance and fuel expenditures. We realigned the budget to meet the MCDA funding allotment and can continue to hold existing 2019 pricing through the end of 2020.