

1.0 General Program Information

EXHIBIT 1

Milwaukee County Dept of Aging Descriptions of Proposed Programs and Services Funding Period 1/1/2017 to 12/31/2017

1.01 Program Title or Type of Service to be Provided: Specialized Elderly Transportation Services

1.02 Agency Name: Transit Express Inc.

1.03 Address of Primary Office: 424 W Cherry Street Milw., WI 53212-3820

1.04 Phone: 414 264-7433

Fax: 414 264-7460

1.05 Admin Office Hours:

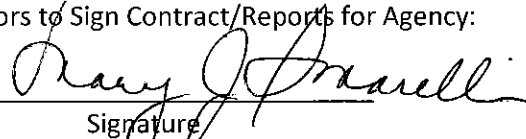
7:30 am-5:30 pm

E Mail: jdoherthy@transitexpress.com

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

Mary J Smarelli , President

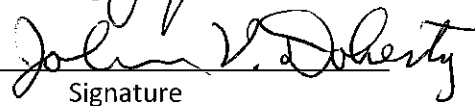
Name, Title



Signature

John V Doherty, Vice President

Name, Title



Signature

1.07 Staff Contact for the Program: John Doherty – Vice President

1.08 Type of Agency: Proprietary

1.09 Federal ID No.: 39 -1336948

State Tax Exempt No. NA

1.10 Type of Request: New

1.11 Amount of Dept of Aging Request:

\$ 1,392,819

1.12 Total Agency Budget:

\$ 10,108,800

1.13 Proposed-Cost per Unit of Service

\$ 23.04 Medical	20,901 Trips
\$ 26.04 Non Medical	9,901 Trips
\$ 13.10 Shared Ride	7,500 Trips
\$ 9.07 Group Grocery	22,230 Trips
\$ 12.56 Meal Site	28,150 Trips

1.14 Proposed Units to be Provided

88,682



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

DBE Participation Recommendation/Wavier Request

To be completed by project owner. Please, direct questions regarding this form to CDBP, 414-278-4747 or

CBDP@milwaukeeCountyWi.gov

FUNDING SOURCE

Local State Federal Grant If Federally Funded, what percentage? 19.3% %
Federal Source of Funds: FAA FTA DOT (includes WisDOT) Other: Wisc. s.85.21 & Wisc. DHS

CONTACT INFORMATION

Contract Administrator: Gary W. Portenier Phone: (414) 289-6547 Date: November 11, 2016
Email Address gary.portenier@milwaukeeCountywi.gov Fund: Multiple Agency: Dept. on Aging Org No. 7900

PROJECT INFORMATION

Project Name: Specialized Elderly Transportation Services Project No.: 417-13
Contract Scope/Project Description (**attach scope/description of work or estimating sheet**):
Program provides advance scheduled door-to-door transportation services for mobility impaired elders who do not drive and are not eligible for Transit Plus.
Program provides individual medical/dental rides (\$3 copay) and individual or group rides for grocery shopping and nutrition meal sites (voluntary donation).
Program/service guidelines are attached. The contract award recommendation is from the Milwaukee County Commission on Aging.
Contracting Opportunities (List NAICS codes): None

RFP/BID will be used (Yes/No) Yes Advertising Date: August 4, 2016 Bid/Proposal Due Date: September 2, 2016

TYPE OF PROJECT

<u>Professional Services</u>	<u>Estimated Amount</u>	<u>Recommended DBE Participation</u>	
	\$ _____	_____ %	
<u>Construction Related</u>	<u>Estimated Amount</u>	<u>Estimated Allowance</u>	<u>Recommended DBE Participation</u>
_____	\$ _____	\$ _____	_____ %
_____	\$ _____	\$ _____	_____ %

APPROVALS

Is county board approval required? Yes No Resolution #: TBD (**attach resolution**)

WAIVER REQUEST

Request for a goal of 0% requires signature of department head, a full scope of project and explanation.

Explanation: The county will contract with Transit Express to provide individual medical and individual/group rides for grocery shopping and meal sites.
Subcontracting with a DBE certified vendor places undue burdens on the agency, increasing unit rates thru higher administrative oversight and reducing rides.

Department on Aging Holly Davis Holly Davis 11/17/2016
Department/Division Administrator Name Signature Date

CBDP USE ONLY

Concur with Recommendation _____, or provide the following goals: 0 %
This contract is exempt from the DBE goal: Yes No

Approved: Rick Norris Date: 11/17/2016
AD4C84D4023E450...

SECTION VI
MILWAUKEE COUNTY DEPARTMENT ON AGING
SPECIALIZED ELDERLY TRANSPORTATION SERVICES
PROGRAM/SERVICE GUIDELINES

Applicant for Milwaukee County Department on Aging funding to provide Specialized Elderly Transportation Services must comply with program/service guidelines as stated below. Applicant must describe how they will meet specific program/service guidelines in appropriate section(s) of Exhibit I, Description of Proposed Programs and Services.

1) Program Activities

- a.** Specialized Elderly Transportation Services provides advance scheduled door-to-door transportation on an individual or group ride basis for mobility impaired older adults. Services include assisting clients in boarding and leaving vehicles, carrying packages, and escorting clients to an entrance or from an exit. Passengers must be seated with seatbelts secure before proceeding. Drivers must carry grocery bags inside a client's home, condominium, or apartment building and place them down in a location that does not obstruct anyone from entering or leaving the building. Drivers must offer to carry items purchased by riders on general shopping trips in a manner consistent with the grocery bags requirement.

Service hours for medical or dental appointments operate Monday through Friday between 7:30 a.m. and 5:30 p.m. Service hours for other trip purposes operate Monday through Friday between 8:00 a.m. and 5:00 p.m. Specialized Elderly Transportation Services restricts trips to origins and destinations within Milwaukee County, unless authorized under Section 2(c).

The applicant must provide a complete written description of how they will provide eligible Specialized Elderly Transportation Services passengers with service for the following trip purposes:

- (1) Individual rides for medical/dental appointments or related treatments/therapy;
- (2) Group rides for weekly grocery shopping (see Appendix I);
- (3) Group rides to selected nutrition sites of the Milwaukee County Senior Meal Program (see Appendix II);
- (4) Individual and small group rides to selected nutrition sites of the Milwaukee County Senior Meal Program (see Appendix III);
- (5) Individual rides for weekly grocery shopping for persons not eligible for group grocery shopping services;
- (6) Any other trip purpose approved on a case-by-case basis by the Department on Aging contract manager.

No change in services (including reductions in service availability) may occur without prior approval from the Department on Aging contract manager.

Services under Appendix I are by definition group trips and reimbursed at the group grocery shopping rate regardless of the number of persons served. Services under Appendix II are by definition group trips and reimbursed at the group meal site rate regardless of the number of persons transported except when described as follows. Rides to group meal sites may be billed under the individualized or small group rates only if all of the following apply: (1) fewer than four passengers are transported to or from the group meal site and (2) the farthest pickup pointed is greater than five (5) miles from the Clinton and Bernice Rose Park Senior Center or and greater than four (4) miles for any other group meal site as identified in Appendix II.

Several group meal sites occur at senior centers offering afternoon programming. The applicant may facilitate client participation in afternoon programming by working with senior center directors and the Department on Aging contract manager to identify when adequate ride demand exists to offer two return rides. When two return rides are offered one should occur following conclusion of the meal and the other based on afternoon programming.

Appendix III lists other meal sites whose participants are eligible for individual or small group rides.

(Include in Section 2.0, Part 2a of Exhibit I)

- b. Medical rides include transportation for any generally recognized medical or dental examination, treatment, or therapy. When questions arise regarding whether a given service request falls under the medical ride definition, the service provider must contact the Department on Aging contract manager for determination. Persons receiving medical rides must make a \$3.00 co-payment for each one-way ride. The service provider must use this co-payment as an offset to the cost of providing the ride. Accordingly, the proposed unit rate for medical trips should be proportionate to the proposed unit rate for individual non-medical trips.

The service provider must strive to schedule medical rides with just three days advance notice whenever possible. The Department on Aging considers medical rides to be the highest priority service under this contract.

- c. Responsibilities of the service provider include, but are not limited to, the following:
 - (1) Program administration,
 - (2) Scheduling of client rides,
 - (3) Passenger safety and vehicle maintenance,
 - (4) Maintaining and verifying driver and vehicle licenses,
 - (5) Required safety training, including driver certification in passenger assistance, defensive driving, and first aid,

- (6) Maintaining required client, service, and financial records,
- (7) Measuring program outcomes established by Department on Aging, and
- (8) All other activities or requirements stated or implied by these Program/Service Guidelines.

Funding for Specialized Elderly Transportation Services comes, in part, from the Wisconsin Specialized Assistance Program for Counties (s.85.21) and is subject to provision of that statute and applicable laws, rules, and regulations. The vendor must provide data on mileage and service hours for s.85.21 funded services by July 18, 2017 (for January through June 2017) and January 19, 2018 (for July through December 2017) respectively. Funding for Specialized Elderly Transportation Services also comes from Wisconsin BCA (Base County Allocation) and Title III-B of the Older Americans Act of 1965, as amended, and subject to provisions of that law and other applicable laws, rules, and regulations.

- d. Applicant must provide written evidence of their ability to provide Specialized Elderly Transportation Services throughout the contract period and must include complete descriptions of the following:

- (1) Day-to-day operations, including the reservation, scheduling, and dispatch functions.
- (2) The days or hours of advance notice usually required in scheduling service.
- (3) The age and capacity of vehicles to be used in providing this service, including a fleet roster listing the vehicle make and model year, vehicle identification number, and license plate number.
- (4) Schedules of vehicle maintenance, which includes information on how your vehicles are serviced and the degree to which major maintenance and repair occurs "in-house" versus through an outside service.

(Include in Section 2.0, Part 2a of Exhibit I)

- e. Applicant must provide evidence of financial integrity and prior experience in contract administration through including (1) a certified audit, if available, or (2) an independent evaluation of services provided under contract with another public or private agency.

(Include as Appendix VI of Exhibit I)

- f. Applicant must provide assurances that Specialized Elderly Transportation Services can and will be available throughout the contract year by describing, in detail, the plan to meet that requirement.
- g. Applicant must provide copies of the latest HSV inspection required by the Wisconsin Department of Transportation. HSV means a human services vehicle as identified under

Chapter 340.01 (23g), Wisconsin Statutes, and regulated under Chapter 110.05, Wisconsin Statutes.

(Include as Appendix IX of Exhibit I)

- h.** Applicant must indicate their experience in providing transportation services to elderly participants. The applicant must submit a listing of public and private contracts under which it served Milwaukee County older adults during the past three years. This listing should include the following information:

- (1) Name of the agency or firm that awarded a contract,
- (2) Program(s) or service(s) provided under the contract,
- (3) Program year(s), and
- (4) Total units of service provided to older persons.

Department on Aging staff may contact each agency for information on the quality of services provided and levels of client satisfaction.

(Include as Appendix X of Exhibit I)

- i.** Applicant proposing to subsidize the cost of Specialized Elderly Transportation Services through "other resources" must submit information on the source, nature, and dollar value of each resource. By definition, "other resources" may not include required match or estimates of client contributions.

(Include as Appendix XI of Exhibit I)

- j.** Applicant must clearly indicate the procedures they will use to maintain accurate records of Specialized Elderly Transportation Services including (1) the name and address of each client served, (2) the origin and destination of trips provided, and (3) the date and time service occurs.

(Include in Section 2.0, Part 2b of Exhibit I)

- k.** Applicant must estimate the total number of one-way rides they expect to provide during the contract year including arrangements with public agencies, private agencies, and individual customers.

(Include as Appendix XII of Exhibit I)

- l.** Applicant must maintain minimum insurance coverage defined by Milwaukee County Risk Management in the following areas:

- (1) General Liability,
- (2) Automobile Liability,
- (3) Employers Liability and Workers Compensation, including waiver of subrogation,

- (4) Crime/Employee Dishonesty, and
- (5) Milwaukee County included as additional insured for both General Liability and Automobile Liability

The Department on Aging will not award a contract until certificate(s) of insurance are reviewed and approved by Milwaukee County Risk Management.

- m.** Applicant must be willing to conform to all policies, specifications, and guidelines relating to the operation of Specialized Elderly Transportation Services as determined by the Department on Aging and Milwaukee County Commission on Aging.

2) Prohibited and Restricted Activities

The following are prohibited or restricted activities:

- a.** Activities that violate provisions of the Department on Aging purchase of service contract.
- b.** Transportation of older adults certified as eligible for service under one or more of the following: Family Care, Medical Assistance (Title 19), or Transit Plus.
- c.** Transportation outside the boundaries of Milwaukee County, unless authorized by the Department on Aging contract manager.

3) Initiation and Termination of Service

- a.** Specialized Elderly Transportation Services may begin once the Department on Aging determines an older adult in need of transportation services offered under this program.
- b.** Specialized Elderly Transportation Services will end once the Department on Aging determines an older adult no longer eligible for that service or find similar services available through another resource.

4) Eligible Clients

- a.** Clients must be age 60 or older and residents of Milwaukee County.
- b.** Clients must be "mobility impaired" and in need of specialized transportation services as determined by the Department on Aging. The phrase "mobility impaired" refers to a person's inability to use conventional means of public transportation for the purposes described in program/service guidelines.
- c.** Priority must be given to older persons having the greatest economic and/or social need as defined by the Older Americans Act of 1965, as amended.

Under the Older Americans Act, the term "greatest economic need" refers to needs that result from monthly income at or below the federal poverty level. The term "greatest social need" refers to needs that result from non-economic factors such as (a) physical and mental disabilities, (b) language barriers, and (c) cultural, geographic, or social isolation. Factors of economic or social need may restrict the ability of an individual to live independently.

- d. Applicant must clearly describe the efforts it will make to target minority and low income older adults in need of specialized transportation services and refer them to the Department on Aging to determine eligibility.

(Include in Section 2.0, Part 2e of Exhibit I)

- e. The Department on Aging contract manager may at any time request a list of the name, street address, municipality, zip code, and telephone number of clients served under this contract. The service provider must submit the information requested within two working days.

5) Program Personnel, Training and Equipment

- a. Applicant must submit a staffing plan, including written job descriptions for each position involved in providing or administering this program.

(Include as Appendix I of Exhibit I)

- b. The service provider must screen all employees through a local and state-wide criminal background check and exclude from the staffing plan for Specialized Elderly Transportation Services any employee who might threaten the safety or well-being of older adults eligible for and participating in the program.
- c. Program staff must throughout the term of the contract meet the following training and/or certification requirements:

- (1) All drivers must be insurable and possess good safety records.
- (2) All drivers must possess a current and valid Wisconsin motor vehicle driver's license, Commercial Driver's License (if applicable), and a current and valid City of Milwaukee public passenger vehicle driver's license.
- (3) All drivers must complete passenger assistance training, including the special needs of older adults, prior to participation in any Department on Aging transportation contract.
- (4) All drivers must maintain certification in first aid training. Initial certification must occur prior to participation in any Department on Aging transportation contract.

- (5) All drivers must maintain certification in defensive driving. Initial certification must occur prior to participation in any Department on Aging transportation contract.
- (6) All drivers and dispatch workers must be trained to handle emergency situations.
- (7) All drivers are urged to obtain certification in cardiopulmonary resuscitation (CPR) and maintain their certification.

(Include in Section 2.0, Part 3c of Exhibit I)

- d. The service provider must maintain an up-to-date driver-training file, available for inspection by the Department on Aging contract manager during regular business hours. The file must include the date and duration of each training session, name of instructor and topic(s) covered. The file must also include information on the licenses held by drivers and their certifications in passenger assistance, defensive driving, first aid, and CPR.
- e. While on duty, all drivers must wear forms of identification that contain the following information: (1) the driver's name and (2) the agency name or logo.
- f. Any human services vehicle (HSV) used to provide services under contract with the Department on Aging must meet requirements of Wisconsin Administrative Code Chapter Trans 301 (Human Services Vehicle), including an annual HSV inspection conducted by the Wisconsin Department of Transportation.
- g. Any human services vehicle (HSV) used to provide services under contract with the Department on Aging must meet requirements of Wisconsin Administrative Code Chapter Trans 301 (Human Services Vehicle), including an annual HSV inspection conducted by the Wisconsin Department of Transportation.
- h. Any vehicle operating under contract with the Department on Aging must have standard safety equipment and include: (1) seat belts for each passenger and (2) special steps or ramps to aid passengers in boarding and leaving the vehicle. Each step or ramp must be of a design that is reasonable for persons of limited mobility to negotiate.
- i. Any vehicle used to provide Specialized Elderly Transportation Services must have a City of Milwaukee public passenger vehicles permit if required under Chapter 100 of the Milwaukee Code of Ordinances. Official application for public passenger vehicle permits must be filed with the City Clerk, be reviewed by the Utilities and Licensing Committee, and approved by the Milwaukee Common Council. Vehicles operated for the transportation of elderly and handicapped persons, and licensed as human service vehicles under Chapter 340 of Wisconsin Statutes, may be exempt from the public passenger vehicle permit requirement. Contact the Office of the City Clerk for further information.

- j. Any transportation company operating with Department on Aging funds must display a corporate name and/or logo on the exterior of the vehicle.
- k. All vehicles operating with Department on Aging funds must display a sign that reads:
Funded by Milwaukee County Government.

6) Program Organization

- a. Applicant must show the agency's organizational structure and indicate how it will relate to the administration of this program.
- b. Applicant must identify the individual(s) within the contract agency who will be:
 - (1) Solely responsible for the program.
 - (2) Authorized to sign for the program.
 - (3) Authorized to receive checks for the program.
 - (4) Responsible for fiscal and budgetary matters.
 - (5) Responsible for data collection, analysis and completion of reporting forms.
 - (6) Responsible for internal monitoring of the program.
 - (7) Responsible for responding to client concerns regarding service quality.

(Include as Appendix XIII of Exhibit I)

7) Communication and Maintenance

- a. Applicant must be able to communicate with vehicles by two-way radio to assure prompt and efficient service.
- b. Applicant must maintain vehicles used to transport older adults according to manufacturers' specifications. Maintenance should take place on a scheduled basis, with detailed records kept to document the work done on each vehicle.
- c. Applicant must have auxiliary vehicles available if there is a breakdown.

8) Program Service Coordination

- a. The provider of Specialized Elderly Transportation Services must coordinate this service with other programs and services for older adults. The applicant must provide information regarding their experience in coordinating aging programs and services.
- b. Applicant must clearly describe an emergency plan for maintaining the provision of services to older adults. Include provisions for staff absenteeism, vehicle breakdowns and severe weather.

9) Contributions and Co-Payments

- a. Under Specialized Elderly Transportation Services, a participant (1) must have the opportunity to make voluntary contributions toward the cost of one-way non-medical rides and (2) must make a \$3.00 co-payment toward the cost of each one-way medical ride.
- b. Applicant must provide written evidence of an ability to solicit, collect, and record voluntary client contributions. The evidence must include a clear description of the handling and reconciliation of cash contributions. Procedures must be in accord with the Older Americans Act and Department on Aging policies.
- c. Contributions must be voluntary, confidential, and related to the cost of the services provided. Solicitation of voluntary contributions must always respect the dignity and confidentiality of older adults. Contributions are voluntary and under absolutely no circumstances will availability of service depend on the client making a contribution. If the applicant agency plans to solicit contributions, include an example of such appeal letter as **Appendix VII**.
- d. Clients may deposit contributions directly into a locked box. The locked box must be clearly labeled and securely mounted inside the vehicle. Under no circumstances should a driver handle client contributions. The requirement for a locked box may be waived by the Department on Aging contract manager if twice yearly the service provider agrees to distribute to passengers an appeal letter and pre-addressed envelope enabling passengers, at the passenger's discretion, to mail a contribution in support of the program back to the service provider.
- e. Voluntary contributions for non-medical rides and required co-payments for medical rides must each be clearly recorded and deposited in a bank account at least weekly and more often whenever possible. The service provider must acknowledge in writing all contributions mailed to the service provider.
- f. Client contributions will be used to provide additional service.

10) Outcomes

Three measured outcomes for the 2017 Specialized Elderly Transportation Services contract is based on how long clients wait for return rides from a medical appointment. The first outcome, based on a client satisfaction survey, requires 90% or more reporting they wait 40 minutes or less for a return ride from a medical appointment. The second outcome, also based on a client satisfaction survey, requires 70% or more reporting they usually wait 30 minutes or less for a return ride. The final outcome, based on data collected by the service provider, is an average wait time of 30 minutes or less each month during the contract year.

11) Service Reimbursement

a. Service provided under the Specialized Elderly Transportation Services program will be paid for on the basis of a "unit of service" defined as a one-way ride. On Page 1, Exhibit I (or printed on a separate sheet of paper if sufficient space is not available on Page 1, Exhibit I), applicants must specify a minimum of five unit rates, including the following:

- (1) One rate for individual medical rides that factors a \$3.00 co-payment
- (2) One rate for individual non-medical rides
- (3) One rate for individual small group rides to meal sites or for shopping
- (4) One rate for group grocery shopping
- (5) One rate for group meal site

Unless otherwise noted within Section 1) a., individualized rides typically involve fewer than four passengers, while group rides typically involve four or more passengers.

b. Before a contract is executed, a fuel price adjustment provision may be added as an addendum to these guidelines and based on Midwest Diesel Fuel Prices (last Monday of the month) as provided by the Energy Information Administration (EIA) of the U.S. Department of Energy.

Appendix I

Group Grocery Shopping

The vendor must transport groups of eligible clients from the following elderly housing sites every week to an area grocery store chosen by program participants. Revisions to this list may occur from time to time. Unless waived by the Department on Aging contract manager, the grocery store must be within a three mile radius of participant housing. The grocery service includes assisting clients with carrying bags and parcels. Some of these locations are apartment complexes with multiple addresses, with only one address shown here. All eligible clients within the apartment complex must be served.

Arlington Court Apartments

1633 North Arlington Place

Calvary Gardens

1555 West Chambers Street

Cambridge Apartments

1743 North Cambridge Avenue

College Court Apartments

3334 West Highland Boulevard

Courtyard Apartments

12250 West North Avenue

Fernwood Court Apartments

6700 West Appleton Avenue

Garden Apartments

3425 North 60th Street

Gatehouse Apartments

833 North 14th Street

Statehouse Apartments

955 North 14th Street

Grand Haven Apartments

520 North 20th Street

Glen Court Apartments

6101 North Green Bay Road

Golda Meir Apartments

1567 North Prospect Avenue

Hadley Terrace Apartments

3515 West Hadley Street

Hampton Gardens Apartments

4821 North 22nd Street

James & John Apartments

8614 West Fond du Lac Avenue

Melvin Battle House

3131 North Martin Luther King Drive

Plymouth Hill Apartments

826 West Galena Street

Ridgewood Apartments

7450 West Glenbrook Road

Riverview Apartments

1300 East Kane Place

St. Peters Apartments

6550 North 80th Street

Westridge Apartments

7901 West Glenbrook Road

White Birch Apartments

9239 North 75th Street

Bayview Manor Apartments

740 East Linus Street

Becher Court Apartments

1800 West Becher Street

Booth Manor Apartments

150 West Centennial Drive

Boulevard Apartments

2627 West Lapham Boulevard

Burnham Village Apartments

5202 West Burnham Street

Canticle Court Apartments

3201 South Lake Drive

Juniper Court Apartments

3209 South Lake Drive

Clement Manor Apartments

9339 West Howard Avenue

Cottonwood Trails Apartments

4600 South Nicholson Avenue

The Courts Apartments

195 West Puetz Road

Crocus Court Apartments

6809 Crocus Court

Euclid Arms Apartments

3130 South 20th Street

Evergreen Square Apartments

3717 East Ramsey Avenue

Faircrest Apartments

1920 East Tripoli Avenue

Grant Park Apartments

2825 South Chicago Avenue

Greenbrook Apartments

4925 South Greenbrook Terrace

Heritage House Apartments

11515 West Cleveland Avenue

LaFollette Apartments

720 South 92nd Street

Lake Forest Apartments

8471 South Chicago Road

Layton Garden Apartmentd

2230 West Layton Avenue

Lincoln Court Apartments

2325 South Howell Avenue

Mercy Apartments

1720 South 29th Street

Mitchell Court Apartments

2600 West National Avenue

Oak West Apartments

11102 West Oklahoma Avenue

Park Bluff Apartments

555 South Layton Avenue

Ridgedale Apartments

7720 West Grange Avenue

Southgate Retreat Apartments

3325 South 26th Street

Southgate Square Apartments

3775 South 27th Street

Sunrise Apartments

8750 West National Avenue

Thompson Meadows Apartments

3120 East Norwich Avenue

Washington Square Apartments

4816 South Packard Avenue

The Woods Apartments

3311 West College Avenue

South 27th Street Shoppers

6010 South 27th Street

South 77th Street Shoppers

3141 South 77th Street

Appendix II

Group Meal Sites

This program provides advanced scheduled, door-to-door service to transport eligible older adults to designated meal sites of the Milwaukee County Senior Meal Program.

Since program usage depends upon individual client choice and need, group sizes vary each time service is provided. When low usage warrants, service to a particular meal site may be discontinued and a new site added based on mutual agreement between the service provider and the Milwaukee County Department on Aging.

<u>Meal Site</u>	<u>Address</u>
1. Beulah Brinton	2555 South Bay Street
2. The Elks Lodge #46	5555 West Good Hope Road
3. Franklin Senior Center	9229 West Loomis Road
4. McGovern Park Senior Center	4500 West Custer Avenue
5. Milwaukee Christian Center	2137 West Greenfield Avenue
6. Clinton Rose Senior Center	3045 North Dr. Martin Luther King, Jr. Drive
7. Warnimont/Kelly Senior Center (Tuesday Only)	6100 South Lake Drive (Cudahy)
8. Washington Park Senior Center	4420 West Vliet Street
9. West Allis Senior Center	7001 West National Avenue
10. Wilson Park Senior Center	2601 West Howard Avenue
11. Participates in Milwaukee County Senior Meal Program at Milwaukee Christian Center will, on occasion, attend Friday programming at Washington Park Senior Center.	

Appendix III

Individual/Small Group Meal Sites

This program provides advanced scheduled, door-to-door service to transport eligible older adults to designated meal sites of the Milwaukee County Senior Meal Program.

Since program usage depends upon individual client choice and need, group sizes vary each time service is provided. When low usage warrants, service to a particular meal site may be discontinued and a new site added based on mutual agreement between the service provider and the Milwaukee County Department on Aging.

<u>Meal Site</u>	<u>Address</u>
1. Arlington Court	1633 North Arlington Place
2. Asian American Community Center (Three Times a Week)	120 North 73rd Street
3. Dolan Community Center	4355 West Bradley Road
4. Grobschmidt Senior Center	2424 15 th Avenue (South Milwaukee)
5. Hart Park Senior Center	7300 Chestnut Street (Wauwatosa)
6. OASIS (formerly Fifty-Five Plus)	2414 West Mitchell Street
7. Additional meal sites approved by the Milwaukee County Department on Aging.	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Horton Group, Inc. - PEW www.thehortongroup.com N19W24101 North Riverwood Dr. Waukesha, WI 53188 Douglas R. Henderson	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: TRANS16														
INSURED Transit Express Inc. Transit Express Services, Inc. Meda-Care Vans of Waukesha, In Caravans, Inc. 424 W. Cherry Street Milwaukee, WI 53212	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Hartford Fire Insurance</td> <td style="text-align: center;">19682</td> </tr> <tr> <td>INSURER B : Continental Casualty Company</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance	19682	INSURER B : Continental Casualty Company		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Hartford Fire Insurance	19682														
INSURER B : Continental Casualty Company															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			83UENOH3014	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			83UENOH3015	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			83WBOH3016	01/01/2016	01/01/2017	WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				<input checked="" type="checkbox"/>
B	Property			5099153729	01/01/2016	01/01/2017	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Milwaukee County Department of Aging is an additional insured with respect to general liability and auto liability only when required by written contract. Waiver of subrogation is included. Employee Dishonesty Limit - \$150,000 Travelers Insurance Company Policy #105727847 Effective 1/1/16-1/1/17

CERTIFICATE HOLDER <p style="text-align: center;">MILW953</p> Milwaukee County Dept Of Aging ATTN: Gary Portenier 1220 West Vliet Street, #302 Milwaukee, WI 53205	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CONTRACT FORM 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus	CONTRACT TYPE Professional Service - Operating Professional Service - Capital Purchase of Service <input checked="" type="checkbox"/> X Preliminary <input checked="" type="checkbox"/> X Final <input type="checkbox"/>
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DEPARTMENT NAME	AGENCY NO.	DEPARTMENT (HIGH) ORG
Department on Aging	790	7900

VENDOR INFORMATION

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.
90580		XXXXX		415-417-13

NAME OF VENDOR	ADDRESS
Transit Express, Inc.	424 W Cherry Street Milwaukee , WI 53212

TAX I.D. NO.	EFFECTIVE DATES: begin date end date	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
	01/01/17 12/31/17	12		\$ 1,392,819.00

ACCOUNTING INFORMATION

Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2017	01	0001	790	7931	0000		8123				\$589,100.00
2017	02	0001	790	7931	A5GT		8123				\$269,445.00
2017	03	0001	790	7931	A5AK		8123				\$534,274.00

PURPOSE OF CONTRACT

Purchase of service contracts for Elderly services for time period 1/01/17-12/31/17

Was County Board approval received prior to contract execution or contract amendment or extension?

XXXXX If YES, give County Board File No. 16-652 Date Approved Pending

If NO, why is County Board approval not required? _____

Was Contract **fully** executed prior to work being performed (all signatures received)? YES NO

Is Vendor a certified professional service DBE? YES NO

Nasrin Wertz Prepared By <i>Holly Davis</i>	Date 11/11/16 11/11/16	Accountant Title Interim Director
Signature of County Administrator	Date	Title

**Milwaukee County Department on Aging
2017 Purchase of Service Contract
Transportation Services**

Contract Number 415-417-13
Service Specialized Elderly Transportation Services

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 County) and Transit Express, Inc., (hereinafter called Contractor), and whose primary business address for the purposes of this Contract is:

1. Dates of Performance

This Contract is for the period of January 1, 2017 through December 31, 2017, or until such time as provided herein.

2. Scope of Service

Contractor shall specifically perform all of the services and achieve the objectives as set forth in the proposal submitted by Contractor to County, which is attached hereto as Exhibit I, Description of Proposed Programs and Services, and incorporated by reference. Contractor shall perform all services provided under this Contract in the manner prescribed by the relevant Program/Service Guidelines or Specifications, which are herein incorporated by reference and made a part of this Contract as if physically attached hereto.

3. Staffing and Delivery of Services

- A. Contractor shall provide all personnel required to perform the services under this Contract. Such personnel shall not be employees of, 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 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 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 County's eligibility requirements. The responsibility for determining client eligibility rests with County and Contractor will not be reimbursed for services provided to clients who have not been certified as eligible by County.
- F. Contractor agrees that the programs and services described in Exhibit I will be available to eligible clients throughout the period of this Contract and to accept all clients referred by County as long as funds made possible through this Contract are available.
- G. Contractor shall maintain a log of complaints and provide County a copy of any written complaint made to Contractor regarding any of the services furnished hereunder and will inform County in writing of the actions taken by Contractor to resolve such complaints.

4. Fiscal Administration

Contractor shall observe the following policies and practices with regard to all funds received from County 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 County 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 shall comply with allowable cost policies and procedures established by the Wisconsin Department of Health Services.

5. Compensation

- A. Contractor shall be compensated based on agreed upon unit rates shown in Exhibit I, Description of Proposed Programs and Services.
- B. Contractor recognizes that the total service needs of the community may not be met and guarantee the volume of requests funded by this Contract. Under no circumstances shall payments made under this Contract exceed the amount(s) authorized 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.

- C. 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. The advance payment shall be repaid to County upon demand. If Contractor fails to repay the advance as described, County shall have the right to withhold any payments due Contractor from County sufficient to cover the amount of the advance payment.
- D. Advance payments by County shall not exceed two twelfths (2/12ths) of the Contract award. If advance payments exceed \$10,000, Contractor shall provide County with a surety bond for an amount equal to the amount of the advance payment requests as provided by section 46.036 (3) (f) Wisconsin Statutes.
- E. Unless waived in writing by County, payments made by County to Contractor by the end of any month shall not exceed one-twelfth (1/12) of the annualized contract amount multiplied by the number of contract months elapsed plus any advance payments made by County to Contractor.
- F. County 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 County has made written demand to Contractor for repayment. County may recover repayments due from any subsequent payments due Contractor now, or from future contracts, or any other service agreement with County. County shall charge interest on any outstanding repayments as set forth in section 46.09 (4) (d) (8) General Ordinances of Milwaukee County.
- G. No funds within this Contract may be used to supplant Medical Assistance, Health Maintenance Organization (HMO), or Preferred Provider Organization (PPO) funded services.
- H. County and Contractor acknowledge that funding of this Contract is completely dependent upon state and federal grants and contracts. The obligation of County 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, County 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 County 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.

6. Billing and Reporting

- A. Contractor shall provide County with monthly billings and reports for services provided under this Contract by the fifth (5th) 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 County.

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

7. Record Keeping and Access to Records

- A. Contractor shall maintain and, upon request, furnish to County, at no cost to County, any and all information requested by County relating to the quality, quantity, and cost of services covered by this Contract and shall allow authorized representatives of County and County'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 County. 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. The Contractor shall maintain 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 maintained 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 County representatives, including representatives of the Department on Aging and the Office of the Comptroller, or representatives of appropriate state or federal agencies, including the Wisconsin Department of Health Services and the Wisconsin Department of Transportation, 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 the 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.

8. Inspection of Premises

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

9. Audit Requirements

- A. Unless waived by County, Contractor shall submit to County, on or before **June 30, 2018**, or such later date that is mutually acceptable to Contractor and County, two (2) original copies of a certified financial and compliance audit for calendar year 2017 performed by an independent certified public accountant (CPA) licensed to practice by the State of Wisconsin. Certified financial and compliance audit reports are required under section 46.036 (4) (c) Wisconsin Statutes. Requests for waiver and/or extension must be in writing and submitted before the original due date of the audit. Contractor's audit report will comply with the following conditions and requirements:

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 2017 performed in accordance with the Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Non-Profit Organizations. The audit submitted by Contractor shall be conducted in conformance with the following standards:

- (a) Wisconsin Department of Health Services DHS Audit Guide, 2015 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).

Contractor shall also submit to County, on or before June 30, 2018, a statement acknowledging that Contractor received aggregate federal funding of \$500,000 or more for calendar year 2017.

For-profit Contractors who received \$25,000 or more of aggregate federal financial assistance, either directly or indirectly, and non-profit Contractors who received \$25,000 or more of aggregate federal financial assistance, either directly or indirectly, but less than \$500,000 of aggregate federal financial assistance, either directly or indirectly, for calendar year 2017, shall submit to County, two (2) original copies of a certified audit for calendar year 2017 conducted in accordance with the following standards:

- (d) Wisconsin Department of Health Services DHS Audit Guide, 2015 Revision (or later);
- (e) Standards applicable to financial audits contained in Government Auditing Standards (GAS) promulgated by the Comptroller General of the United States; and
- (f) Generally Accepted Auditing Standards (GAAS) adopted by the American Institute of Certified Public Accountants (AICPA).

Contractor shall also submit to County, on or before June 30, 2018 a statement acknowledging that Contractor did not receive aggregate federal funding of \$500,000 or more for calendar year 2017.

Regardless of status or format, all CPA audits and reports referenced above shall contain the following Financial Statements, Schedules, and Auditor's Reports:

(1) Financial Statements for the Entire Organization

- a. Comparative Balance Sheet for Total Agency.
- b. Comparative Statement of Operations for Total Agency.

- c. Statement of Changes in Financial Position or Statement of Cash Flows for Total Agency.
- d. Supplemental schedules of program revenues and expenses identified by funding source for each program or service referenced in Exhibit I, including non-federal matching share, if required, and client contributions.
- e. Notes to financial statements, including units of service, if applicable, provided by contract (if not disclosed on the face of the financial statements), and disclosure of related party transactions, if any, and the source of the non-federal matching share, if such matching share is required.

(2) Auditor's Reports

- a. Report on the financial position, results of operations, and changes in the financial position or Statement of Cash Flows for the entire agency.
- b. Report on Compliance, including compliance with applicable laws and regulations, and any subsequent revisions, and compliance with material financial terms and conditions of this Contract, including allowability of program costs.
- c. Report on Evaluation of Internal Accounting Controls. A copy of any management letter or equivalent document issued in conjunction with the audit shall be provided to County.
- d. Findings of non-compliance.
- e. Schedule of questioned costs and the potential amount of repayment prior to offsetting any unrelated items.
- f. Schedule of Federal and State Awards broken down by contract year. The schedule shall identify the contract number and program name from Exhibit I of the contract. Each program or service under County Contract must be reported as a separate item by contract year.
- g. A report on the status of action(s) taken on prior audit findings.

(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. GAO, Standards for Audit of Governmental Organizations, Programs, Activities and Functions
- b. AICPA, Generally Accepted Auditing Standards
- c. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
- d. OMB Circular A-133, 2015 Compliance Supplement

- e. OMB Circular A-122, Cost Principles For Nonprofit Organizations
 - f. OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments
 - g. Wisconsin State Statutes, Section 46.036, Purchase of Care and Services
 - h. Wisconsin Department of Administration, State Single Audit Guidelines, Current Revision
 - i. Wisconsin Department of Health Services, DHS Audit Guide, 2015 Revision (or later)
 - j. Wisconsin Department of Health Services, Allowable Cost Policy Manual - Current Revision
- B. 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 County, including the Department on Aging and the Department of Audit, or their designees, and with representatives of Federal and State funding agencies, including the Wisconsin Department of Health Services and Wisconsin Department of Transportation. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media that document the audit work. Contractor shall require its CPA to retain work papers for a period of at least four (4) years following the latter of contract termination or receipt, by County, of the certified audit report.
- C. Contractor and County mutually agree that the County Director of Audits, as well as state and federal officials, reserve the right to review certified audit reports or financial statements, including 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.
- D. Contractor agrees that County 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. County shall charge interest on any outstanding repayments as set forth in section 46.09 (4) (d) (8) General Ordinances of Milwaukee County.
- E. Contractor's reporting on a fiscal year other than a calendar year shall be considered in compliance with audit requirements upon submittal of the following:
- (1) Filing of contractor's fiscal year audit, meeting the audit requirements in Sections 9 A. (1) (2) and (3) above within 180 calendar days of the fiscal year closing.
 - (2) Schedules of revenues and expenses identified by funding source for each program or activity referenced in Exhibit I of the Contract. The schedules shall be reviewed and compiled by Contractor's auditor(s) with all information required in Section 9 A. (2) a. above for the period from the close of Contractor's fiscal year through the end of the calendar year, on or before **June 30, 2018**, or such later date that is mutually acceptable to Contractor and County.

- F. Contractor agrees to submit to County plans for correcting weaknesses identified in Contractor's audit.
- G. Contractor agrees to cooperate with County in the implementation of County's Audit Fraud Hotline by posting notices to be provided by County in areas where all employees, including those employed by subcontractor, associated with this Contract will have access to the notices for the duration of this Contract.
- H. Contractor, and its CPA, shall maintain records for audit purposes for a period of at least four (4) years following the latter of contract termination or receipt, by County, of the certified audit report. Records shall be maintained beyond the minimum requirement if an audit is in progress or exceptions identified in prior audits have not been resolved.
- I. Contractors who subcontract with other providers for the provision of care and services are required by federal and state regulations to monitor their subrecipients.

Contractors shall have on file, and available for review by County, copies of subrecipient's CPA audit reports and financial statements. The Contractor shall maintain all such records for a period of at least four (4) years following the latter of contract termination or submission of the certified audit report. The records shall be retained beyond the four-year period if an audit is in progress or exceptions have not been resolved.

Subrecipient shall maintain and, upon request, furnish to County, at no cost to County, any and all information requested by County relating to the quality, quantity, or cost of services covered by the subcontract and shall allow authorized representatives of County and County's funding sources to have access to all records necessary to confirm subrecipient's compliance with law and the program/service guidelines or specifications for this contract and the subcontract. 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

It is agreed that County representatives, including representatives of the Department on Aging and the Office of the Comptroller, or representatives of appropriate state or federal agencies, including the Wisconsin Department of Health Services and Wisconsin Department of Transportation, shall have the right of access to program, financial, and such other records of subrecipients as may be requested to evaluate or confirm subrecipient's cost estimates, 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 in compliance with the Program/Service Guidelines or Specifications for this contract and the subcontract.

Subrecipient shall maintain written verification of care and service provided under the subcontract, including the dates of services performed for all of the purchased services rendered, as specified by County. The subrecipient 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 service provided. The subrecipient shall maintain all such records for a period of at least four years following the latter of contract termination or submission of the certified audit report. The records shall be retained

beyond the four-year period if an audit is in progress or exceptions from prior audits have not been resolved.

Subrecipient shall allow visual inspection of subrecipient's premises to County representatives and to representatives of any other unit of local, state, or federal government. Inspection shall be permitted without formal notice at any time care and services are being furnished.

- J. Failure on the part of the Contractor to comply with these requirements shall result in withholding of any payments otherwise due Contractor from County and ineligibility for future contracts with County until such time as these requirements are met.

10. 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 relevant provisions of section 56.17 of the General Ordinances of Milwaukee County and which is hereby incorporated by reference as though fully set forth herein.

11. Indemnity

- A. The Contractor agrees to the fullest extent permitted by law, to indemnify, defend, and hold harmless, the County, 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 County harmless from any award of damages and costs against County for any action based on U. S. patent and copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this Contract.
- C. Contractor agrees to indemnify County for any amount County may be required to repay to the Wisconsin Department of Health Services or the Wisconsin Department of Transportation by virtue of payments made to Contractor by County under this Contract that the Department of Health Services or the Department of Transportation determine to be overpayments or inappropriate payment.

12. Insurance

- A. Contractor agrees to provide and maintain proof of financial responsibility to cover costs as may arise from claims of tort and/or vicarious liability due to its actions or omissions

or the actions or omissions of its employees. Such evidence shall include coverage for Worker's Compensation claims, as required by the State of Wisconsin, Employers Liability, General and Automobile Liability, and Comprehensive Crime Coverage in the following minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Worker's Compensation or Proof of All States coverage	Statutory
Employers Liability	\$100,000/\$500,000/\$100,000
Commercial General Liability Bodily Injury & Property Damage (Incl. Personal Injury, Fire, Legal, Contractual & Products/Completed Operations)	\$1,000,000 per Occurrence \$1,000,000 General Aggregate
Automobile Liability	
Bodily Injury & Property Damage All Autos-Owned, non-owned and/or hired Uninsured Motorists	\$1,000,000 per Accident per Wisconsin Requirements
Comprehensive Crime Coverage To include Fidelity, Theft, Money & Securities, Inside & Outside to protect the loss of funds by embezzlement, theft, fire, etc.	Fidelity per Occurrence: Fidelity coverage consistent with require- ments under 13. below. \$5,000 Money and Securities, Inside and Outside.

- B. County, As Its Interests May Appear, shall be named as Additional Insured for General and Automobile Liability and be afforded a thirty (30) day written notice of cancellation or non-renewal. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. Contractor shall submit a certificate of insurance indicating the above coverage for the duration of this Contract and for review and approval by County. Contractor shall provide an updated certificate to County when changes occur in agents or coverage during the duration of this Contract.**
- C. A Waiver of Subrogation for Workers Compensation by endorsement in favor of Milwaukee County is required to be furnished. Additional insured endorsements (for General and Auto Liability), the endorsement for the Waiver of Subrogation for Workers Compensation and the insurance certificate indicating the above coverage are all required to be submitted for review and approval of the County. Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide.
- D. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to County if requested, to obtain approval of

insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this Contract.

- E. Contractor shall notify County immediately upon the commencement of any litigation against the Contractor where there is any possibility that County may be made a party thereto.

13. 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(s) as outlined in Section 12 A. above.

14. Withholding of Payments

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

15. Contract Termination

- A. County 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 County 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 County will only be liable for 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, County and Contractor shall determine whether such inability to provide the required quality and

quantity of programs and services will require a revision or early termination of this Contract.

- C. Notwithstanding any other right of termination, County 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 County 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. County 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 County it is in the best interest of County or the qualified recipient to do so.

16. Advertising

Contractor shall not publicly advertise through any media during the course of this Contract for the purpose of soliciting eligible persons to be recipients of services provided through this Contract without the advance written consent of County. All brochures, announcements, press releases, and other items used to promote services provided through this Contract must acknowledge that Milwaukee County funds these services.

17. 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 the services they receive. All solicitations to contribute must be approved in advance by County. 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. The Contractor agrees to report to County 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 may, at County's discretion, be used as an offset to County's reimbursement of Contractor for services rendered or to purchase additional units of service for eligible clients authorized and designated by County. Contractor further agrees that all units of service purchased with client contributions shall be provided in the same manner and at the same unit cost as such services are purchased through this Contract.
- D. Contractor agrees that all units of service provided with client contributions collected under this Contract will be provided over and above those units for which County compensates Contractor. Contractor further agrees that all funds earned through client contributions that remain unspent at the end of this Contract must be spent in a manner specified by County or reimbursed to County.

18. Modifications

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

19. Contract Renegotiation and 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.

20. Independent Contractor

Nothing contained in this Contract shall constitute or be construed to create a partnership, joint venture, or employer-employee relationship between County 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.

21. Subcontracts

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

22. 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.

23. Resolution of Disputes

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

24. 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 County or any person who to the knowledge of the Contractor has a conflict of interest. No employee of the Department on Aging representing County shall be an officer, member of the Board of Directors, or have a proprietary interest in Contractor's business.
- B. Contractor shall furnish County 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 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 County's responsibilities under this Contract is prohibited, except with the informed written consent of the eligible client or the guardian of the client.

25. 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.

26. 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 offenses 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: _____

27. 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)

28. Notices

Notices to County 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.

29. Health Insurance Portability and Accountability Act of 1996

County 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.

County 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.

30. Contract Content

The entire Contract of the parties, with all attached exhibits and assurances, together with the relevant Program/Service Guidelines or Specifications and Exhibit I 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.

31. Fuel Price Escalator Provision

The compensation provisions of this Contract include a fuel price escalator provision tied to Midwest Diesel Fuel Prices maintained by the Energy Information Administration (EIA) of the U.S. Department of Energy. Unit rates will be adjusted based on a formula contained within relevant Program/Services Guidelines or Specifications.

32. Approval

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

County enters into this Contract as authorized by the Milwaukee County Board of Supervisors and ratified by the Milwaukee County Executive. Contractor enters into this Contract pursuant to and by authority of its Board of Directors at its meeting on _____.

In witness whereof, this agreement shall be effective as of the 1st day of January, 2017, or such other date as may be provided on page 1, upon the execution of this agreement as provided below.

Approved as to Chapter 42 DBE Provision by Community Business Development Partners:

DocuSigned by:
By: Rick Norris Date: 11/17/2016
AD4C84D4823E450...

Title: CBDP Director

Reviewed by Risk Management:

By: _____ Date: _____

Title: _____

Approved as to Execution:

By: _____ Date: _____

Title: _____

Contractor Representative:

By: _____ Date: _____

Title: _____

Milwaukee County Department on Aging:

By: _____ Date: _____

Title: _____

Approved as to funds available per Wisconsin Statutes Section 59.255(2)(e):

By: _____ Date: _____

Title: _____

Milwaukee County Executive:

By: _____ Date: _____

Chris Abele

Approved as to Wis. Stats. §59.42

By: _____ Date: _____

Title: _____

Contract No. 415-417-13

Certificate Of Completion

Envelope Id: CB51FA87F8B1407FB534B941CADB8F62	Status: Sent
Subject: Please DocuSign: Specialized Elderly Transportation Services	
Source Envelope:	
Document Pages: 35	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Gary Portenier
Time Zone: (UTC-06:00) Central Time (US & Canada)	633 W. Wisconsin Ave.
	Suite 901
	Milwaukee, WI 53203
	gary.portenier@milwaukeecountywi.gov
	IP Address: 204.194.251.3

Record Tracking

Status: Original	Holder: Gary Portenier	Location: DocuSign
11/17/2016 11:40:22 AM	gary.portenier@milwaukeecountywi.gov	

Signer Events

Signer Events	Signature	Timestamp
Holly Davis holly.davis@milwaukeecountywi.gov Director Security Level: Email, Account Authentication (None)	 DocuSigned by: ED77D76FE5D7434...	Sent: 11/17/2016 12:08:17 PM Viewed: 11/17/2016 1:59:59 PM Signed: 11/17/2016 2:00:15 PM
	Using IP Address: 204.194.251.5	

Electronic Record and Signature Disclosure:
Accepted: 11/17/2016 1:59:59 PM
ID: 7c860bc6-e0f1-4bf1-b623-b29218e51389

Rick Norris rick.norris@milwaukeecountywi.gov CBDP Director Milwaukee County Security Level: Email, Account Authentication (None)	 DocuSigned by: AD4C84D4023E450...	Sent: 11/17/2016 2:00:17 PM Viewed: 11/17/2016 2:16:14 PM Signed: 11/17/2016 2:16:44 PM
	Using IP Address: 204.194.251.5	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Amy Pechacek amy.pechacek@milwaukeecountywi.gov Director of Risk Management Milwaukee County Security Level: Email, Account Authentication (None)		Sent: 11/17/2016 2:16:46 PM
Electronic Record and Signature Disclosure: Accepted: 2/25/2014 12:36:39 PM ID: 55fe780a-2930-46fa-8578-dc7e4fbad47c		

Colleen Foley
corpcounselsignature@milwcnty.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Mary J Smarelli
msmarelli@tranexpress.com
Security Level: Email, Account Authentication (None)

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
 Accepted: 1/30/2014 11:59:22 AM
 ID: b9250d13-0ae9-45cf-9641-0d6bd913f703

Holly Davis
 holly.davis@milwaukeecountywi.gov
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 11/17/2016 1:59:59 PM
 ID: 7c860bc6-e0f1-4bf1-b623-b29218e51389

Scott B. Manske
 comptrollersignature@milwcnty.com
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

Chris Abele
 cabele@milwcnty.com
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

Colleen Foley
 corpcounselsignature@milwcnty.com
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Gary Portenier
 gary.portenier@milwaukeecountywi.gov
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

Carbon Copy Events	Status	Timestamp
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Notary Events	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/17/2016 2:16:46 PM
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Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Milwaukee County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: plee@milwcnty.com

To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Wisconsin Milwaukee County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Milwaukee County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.