



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/13/2017

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 have ADDITIONAL INSURED provisions or 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 Willis of New York, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED National Express LLC Transit Express, Inc. 2601 Navistar Drive Lisle, IL 60532 USA	<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: Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td>INSURER B:</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: Old Republic Insurance Company	24147	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: W4044374

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		MWZY 311240	11/01/2017	11/01/2018	PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY			MWTB 311238	11/01/2017	11/01/2018	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	MWC 31123700	11/01/2017	11/01/2018	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Milwaukee County, As Its Interests May Appear, is included as Additional Insured with respect to General Liability where required by written contract. Waiver of Subrogation applies in favor of Additional Insured with respects to Workers Compensation as permitted by law.

CERTIFICATE HOLDER

Milwaukee County Department on Aging Attn: Marcia Coggs, Human Services Center 1220 West Vliet Street Suite 302 Milwaukee, WI 53205	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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ACORD 25 (2016/03)

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SR ID: 15178440

BATCH: 478131

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			
								Preliminary		Final	
DEPARTMENT NAME								AGENCY NO.		DEPARTMENT (HIGH) ORG	
								790		7900	
VENDOR INFORMATION											
VENDOR NO.				ORDER TYPE		NEW or AMEND		CONTRACT NO.			
90580						XXXXX		415-418-13			
NAME OF VENDOR						ADDRESS					
Transit Express, Inc.						424 W cherry Street					
						Milwaukee , WI 53212					
TAX I.D. NO.		EFFECTIVE DATES:		LENGTH OF CONTRACT		AMENDMENT ONLY: DOLLAR		TOTAL CONTRACT			
		begin date end date		(IN MONTHS)		CHANGE		AMOUNT			
		01/01/18 12/31/18		12				\$ 1,407,161.00			
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
2018	01	0001	790	7931	A5GT		8123				\$269,445.00
2018	02	0001	790	7931	A5GT		8123				\$222,725.00
2018	03	0001	790	7931	A5GT		8123				\$277,551.00
2018	04	0001	790	7931	A5Ak		8123				\$ 311,549.00
2018	05	0001	790	7931	A5Ak		8123				\$ 325,891.00
PURPOSE OF CONTRACT											
Purchase of service contracts for Elderly services for time period 1/01/18-12/31/18											
Was County Board approval received prior to contract execution or contract amendment or extension?											
<input type="checkbox"/> XXXXX If YES, give County Board File No. <u>17-763</u> Date Approved _____											
<input type="checkbox"/> If NO, why is County Board approval not required? _____											
Was Contract fully executed prior to work being performed (all signatures received)? <input type="checkbox"/> YES <input type="checkbox"/> NO											
Is Vendor a certified professional service DBE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO											
Nasrin Wertz				11/02/17		Accountant					
Prepared By				Date		Title					
<i>Samta Bhattacharya</i>				11/7/17		Assistant Fiscal Director					
Signature of County Administrator				Date		Title					

Milwaukee County Department of Aging

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: jsanchez@transitexpress.com

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

Judith Crawford, Chief Executive Officer



Name, Title

Signature

Name, Title

Signature

1.07 Staff Contact for the Program: Joe Sanchez, General Manager

1.08 Type of Agency: Proprietary

1.09 Federal ID No.: 39 -1336948 (Transit Express, Inc.) State Tax Exempt No. NA

1.10 Type of Request: New

1.11 Amount of Dept of Aging Request: \$ 1,427,692

1.12 Total Agency Budget: \$ 10,108,800

1.13 Proposed Cost per Unit of Service	\$ 23.62 Medical	20,901 Trips
	\$ 26.69 Non Medical	9,901 Trips
	\$ 13.43 Shared Ride	7,500 Trips
	\$ 9.30 Group Grocery	22,230 Trips
	\$ 12.87 Meal Site	28,150 Trips

1.14 Proposed Units to be Provided 88,682

TBE Participation Recommendation

CONTACT INFORMATION

Contract Administrator: Jon Janowski Phone: 414-289-6073 Date: 10-30-17
 Email Address jonathan.janowski@milwaukeecountywi.gov Dept: Aging
 Grant \$\$: Specialized Elderly Transportation Services – Funding from federal Older Americans Act as well as State of Wisconsin (BCA and S.85.21 grant) Org No. 7900

PROJECT INFORMATION

Project Name: Specialized Elderly Transportation Services
 Project No.: 418-13
 Contract Scope/Project Description (**attach scope/description of work or estimating sheet**):
This program provides funding for individual and group rides for seniors so they can get to medical appointments, grocery shopping, and senior dining sites. Program provides door-to-door transportation services for mobility-impaired elders who do not drive and are not eligible for Transit Plus. Program provides individual dental/medical rides (\$3 co-pay) and individual or group rides for grocery shopping and nutrition meal sites.


 Contracting Opportunities (List NAICS codes): None

TYPE OF PROJECT

<u>Professional Services</u>	<u>Estimated Amount \$</u> _____
<u>Construction Services</u>	<u>Estimated Amount \$</u> _____
<u>Non For Profit Services</u>	<u>Estimated Amount \$</u> _____

The County will contract with Transit Express to provide these rides for seniors. Subcontracting with a TBE-certified vendor places undue burdens on the agency, increasing unit rates through higher administrative oversight, and reduces rides for seniors.

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

Department/Division Administrator Name Jon Janowski Signature 
 Date 10-30-17

CBDP USE ONLY

Concur with Recommendation _____, or provide the following goals: _____%

This contract is exempt from a participation goal: ____ Yes ____ No

DocuSigned by:

Rick Norris

Approved: _____

AD4C84D4023E450...

Date: 12/19/2017

**Milwaukee County Department on Aging
2018 Purchase of Service Contract
Grant Supported Programs and Services**

Contract Number 415-418-13
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:

424 W. Cherry St.

Milwaukee, WI 53212

1. Dates of Performance

This Contract is for the period of January 1, 2018 through December 31, 2018, 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 Programs/Services

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

- C. Except as provided herein and relevant Program/Service Guidelines or Specifications, Contractor shall determine the methods, procedures, and personnel policies to be used in providing programs and services to eligible clients.
- D. This Contract in its entirety is at all times subject to such local, state, and federal laws and administrative regulations as exist at the time this Contract is executed and as shall become effective after execution but prior to termination of this Contract. Contractor shall comply with all federal, state, and local laws and regulations and shall maintain in good standing all licenses, permits, and certifications relating to the programs and services referred to herein.
- E. All clients served by Contractor under this Contract must meet County's eligibility requirements as described in the relevant Program/Service Guidelines or Specifications. It is understood that the final authority for determining client eligibility and the amount of services to be provided to individual clients rests with County and that Contractor will not be reimbursed for services provided to ineligible clients.
- 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. Equipment

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

5. 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 agrees to comply with the allowable cost policies and procedures as established by the Wisconsin Department of Health Services.

6. Compensation

- A. Contractor shall be compensated for work performed as stated in Exhibit I, Description of Proposed Programs and Services, attached hereto and made a part of this Contract. Contractor recognizes that the total service needs of the community may not be met and shall provide programs and services within the specific amounts stated in Exhibit I. County is unable to guarantee the volume of services funded by this Contract. Under no circumstances shall payments under this Contract exceed the amount(s) authorized for this Contract by the Milwaukee County Board of Supervisors. The parties agree that section 66.0135, Wisconsin Statutes, Prompt Pay Law, shall not apply to payment for programs and services provided hereunder.
- B. Funds may be advanced to Contractor as set forth in section 46.036 (3) (f) Wisconsin Statutes. The advance payment provision applies only when requested by Contractor. 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.
- C. Advance payments by County shall not exceed one-twelfth (1/12th) 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 as set forth in section 46.036 (3) (f) Wisconsin Statutes.
- D. 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 to County from any subsequent payments due to Contractor now, or from future contracts, or any other service agreement with County. County shall charge interest on outstanding repayments due County as set forth in section 46.09 (4) (d) General Ordinances of Milwaukee County.
- E. No funds within this Contract may be used to supplant Medical Assistance, Health Maintenance Organization (HMO), or Preferred Provider Organization (PPO) funded services.
- F. County and Contractor acknowledge that funding of this Contract is completely dependent upon state and federal grants and contracts. The obligation of the 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.

7. Billing and Reporting

- A. Contractor shall provide County with monthly billings and reports for programs and 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. County shall make payment only for those line items as are specified in the approved budget as contained in Exhibit I. Expenditures for any single line item may not exceed the amount in the approved program budget by more than \$500 without written authorization by County and the submission of a revised budget by Contractor on the prescribed form.
- C. Within thirty (30) days of the receipt of all required billings and reports, County shall make payment to Contractor of the net amount due.

8. Record Keeping and Access to Records

- A. Contractor shall maintain and, upon request, furnish to 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. Contractor shall retain all such records for a period of at least four (4) years from the date of issuance of the certified financial and compliance audit. Records shall be retained beyond the four-year requirement if an audit is in progress or exceptions identified in prior audits have not been resolved.
- C. It is agreed that County representatives, including representatives of the Department on Aging, the Office of the Comptroller, or representatives of appropriate state or federal agencies, including the Wisconsin Department of Health Services, shall have the right of access to program, financial, and such other records of Contractor or Contractor's subcontractors as may be necessary to evaluate or confirm Contractor's cost estimates, rates, and charges for programs and services provided under this Contract or as may be necessary to evaluate or confirm Contractor's delivery of the programs and services in compliance with the Program/Service Guidelines or Specifications for this Contract.

9. Inspection of Premises

Contractor shall allow visual inspection of Contractor premises to 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 programs and services are being furnished.

10. Audit Requirements

- A. Unless waived by County, Contractor shall submit to County, on or before **June 30, 2019**, 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 2018 performed by an independent certified public accountant (CPA) licensed to practice by the State of Wisconsin. CPA 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 shall 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 2018 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, 2019 a statement acknowledging that Contractor received aggregate federal funding of \$500,000 or more for calendar year 2018.

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 2018, shall submit to County, two (2) original copies of a certified audit for calendar year 2018 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, 2019, a statement acknowledging that Contractor did not receive aggregate federal funding of \$500,000 or more for calendar year 2018.

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 schedule 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 allowance 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 the program name from Exhibit I of the contract. Each care 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. 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. The Contractor, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor related to the performance of the Contract for a period of up to three (3) years following the date of last payment. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand

and will comply with the terms and responsibilities. Any and all county contracts and solicitations for contracts shall include a statement that the contractor and any subcontractors understand and will abide by the requirements of this chapter.

- 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 10 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 10 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, 2019**, 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 programs 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, shall have the right of access to program, financial, and such other records of subrecipient as may be requested to evaluate or confirm subrecipient's cost estimates, rates, and charges for programs and services, or as may be necessary to evaluate or confirm subrecipient's delivery of programs and services in compliance with the Program/Service Guidelines or specifications for this contract and the subcontract.

Subrecipient shall maintain written verification of programs and services provided under the subcontract, including the dates of services provided 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 services 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 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.

11. Non-Discrimination and Equal Employment Opportunity

In the performance of work or execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. The Contractor will post in conspicuous places, available for employment, notices to be provided by the County setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the County to terminate the Contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the Contractor for use in completing the contract.

The Contractor agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to

the award of the Contract, which program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the contractor's workforce, where these groups may have been previously under-utilized and under-represented. The Contractor also agrees that in the event of any dispute as to compliance with the aforestated requirements, it shall be his/her responsibility to show that he/she has met all such requirements.

The Contractor agrees that it will strive to implement the principles of active and aggressive efforts to assist Milwaukee County in meeting or exceeding its overall annual goal of participation of target enterprise firms.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of the section are committed during the term of the Contract, County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Contract, or it may permit Contractor to complete the Contract, but, in either event, Contractor shall be ineligible to bid on any future contracts let by County.

12. 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 patent and copyright infringement regarding computer programs involved in the performance of the programs and services covered by this Contract.
- C. Contractor agrees to indemnify County for any amount(s) County may be required to repay to the Wisconsin Department of Health Services by virtue of payments made to Contractor by County under this Contract that the Department of Health Services determines to be overpayments or inappropriate payment.

13. Insurance

- A. Contractor agrees to maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from Contractors activities, by whomever performed, in such coverage and amounts as required and approved by the County. Acceptable

proof of such coverage shall be furnished to the County prior to commencement of activities under this contract. A Certificate of Insurance shall be submitted for review for each successive period of coverage for the duration of this contract, unless otherwise specified by the County, in the minimum amounts specified below:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers Compensation or Proof of All States coverage	Statutory/Waiver of Subrogation
Employers Liability	\$2,000,000/\$2,000,000/\$2,000,000
Commercial General Liability Bodily Injury & Property Damage (Incl. Personal Injury, Fire, Legal, Contractual & Products/Completed Operations)	\$10,000,000 per Occurrence \$10,000,000 General Aggregate
Automobile Liability Bodily Injury & Property Damage All Autos-Owned, non-owned and/or hired Uninsured Motorists	\$5,000,000 per Accident per Wisconsin Requirements

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

The insurance specified above shall be placed with a Carrier approved to do business in the State of Wisconsin. All carriers must be A rated or better per AM Best's Rating Guide. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by Milwaukee County's Risk Manager as a condition of this agreement.

A certificate of insurance shall be submitted for review to Milwaukee County for each successive period of coverage for the duration of this contract.

14. Bonding Requirement

- A. A Fidelity bond covering employee dishonesty shall be evidenced covering every officer, director, agent, or employee of the Contractor who is authorized to receive or deposit funds under this Contract or who is authorized to issue financial documents, checks, or other instruments of payment for costs related to the programs and services provided under this Contract.
- B. The bond form shall be on a commercial blanket basis in the minimum occurrence amount of \$10,000, or 10% of the total amount of the contract award, whichever is

greater. A Contractor who provides services under multiple contracts with the Department on Aging shall evidence the Fidelity bond in the occurrence amount applicable to the dollar amount of the largest single contract with the Department. The period of coverage shall be no less than for the period of this Contract, if not on a continuous basis, with a discovery period of not less than one year subsequent to cancellation or termination of the bond. The bond shall stipulate that the Contractor be given thirty (30) days advance notice by the surety prior to making any material change in, or cancellation of, the bond. The advance notice shall be by certified mail. The Contractor may procure fidelity coverage in a comprehensive crime policy, including money and security coverage as outlined in Section 13 A. above.

15. Withholding of Payments

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

16. 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 programs and services rendered through the date of termination and not for the uncompleted portion or any materials or services purchased or paid for by Contractor for use in completing this Contract.
- B. Contractor shall notify County, in writing, whenever it is unable to provide the required quality or quantity of programs and services. Upon such notification, County and Contractor shall determine whether such inability to provide the required quality or quantity of programs and services will require a revision or early termination of this Contract.
- C. Notwithstanding any other right of termination, 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.

17. 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 programs or 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 County funds these services.

18. Coordination of Services

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

19. Client Contributions

A. Where required by the relevant Program/Service Guidelines or Specifications, Contractor shall provide clients receiving services under this Contract the opportunity to voluntarily and confidentially contribute toward the cost of services they receive. All solicitations to contribute must be approved in advance by 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. 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 will be used as provided in the budget contained in Exhibit I or to provide additional services to eligible clients under this Contract in the same manner and at a cost equivalent to other services purchased through this Contract. Contractor further agrees that all funds raised through client contributions that remain unspent at the end of this Contract must be spent in a manner approved by County or reimbursed to County.

20. Modifications

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

21. Contract Renegotiation or Revision

A. This Contract may be renegotiated in the event of changes required by law, regulations, court action, or inability of either party to perform as committed in this Contract.

B. This contract may be revised in a written amendment signed by the authorized representatives of both parties.

22. Independent Contractor

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

23. Subcontracts

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

24. Assignment Limitation

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

25. Resolution of Disputes

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

26. Prohibited Practices

- A. During the period of this Contract, Contractor shall not hire, retain, or utilize for compensation, any member, officer, or employee of the Department of Aging representing County or any person who to the knowledge of 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 the General Ordinances of Milwaukee County) which states in part, "No person shall offer or give to any public official or employee, directly or indirectly, and no public official or employee shall solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction or omission by of the public official or employee."
- D. The use or disclosure by any party of any information concerning eligible clients who receive services from Contractor for any purpose not connected with the administration of Contractor's or County's responsibilities under this Contract is prohibited, except with the informed written consent of the eligible client or the guardian of the client.

27. Certification Regarding Contractor Debarment or Suspension

Contractor certifies to the best of its knowledge and belief, that it and its principals; (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract

under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offences enumerated in (2) of this certification; and (4) have not within a three-year period preceding this contract had one or more public transactions (Federal, state or local) terminated for cause or default.

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

Date: _____

28. 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)

29. 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.

30. 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.

31. 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.

32. 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.


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

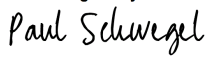
In witness whereof, this Contract shall be effective as of the 1st day of January, 2018, or such other date as may be provided on page 1, upon the execution of this Contract as provided below.

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

DocuSigned by:

By: _____ Date: 12/19/2017
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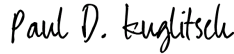
Title: CBDP Director

Reviewed by Risk Management:

DocuSigned by:

By: _____ Date: 12/21/2017
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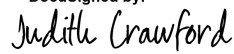
Title: Safety Manager

Approved as to Execution:

DocuSigned by:

By: _____ Date: 12/26/2017
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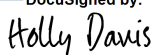
Title: Deputy Corporation Counsel

Contractor Representative:

DocuSigned by:

By: _____ Date: 1/2/2018
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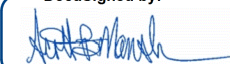
Title: CEO Transit and EVP Commercial Development

Milwaukee County Department on Aging:

DocuSigned by:

By: _____ Date: 1/2/2018
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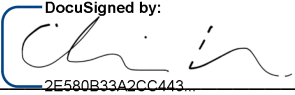
Title: Director

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

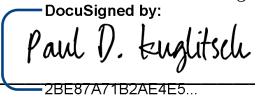
DocuSigned by:

By: _____ Date: 1/4/2018
F7354A95DB0643E...

Title: Comptroller

Milwaukee County Executive:

By:  Date: 1/4/2018
Chris Abele

Approved as to Wis. Stats. §59.42

By:  Date: 1/9/2018
Title: Deputy Corporation Counsel

Contract No. 415-418-13

Milwaukee County Department of Aging

4.0 Budget Summary

4.0 Budget Summary

Proposed Contract Period 1/1/18 - 12/31/18

Name of Agency: Transit Express Inc.

Proposed Program/Service: All Programs

ITEM	1 Dept on Aging Request	2 Non-Federal Match (10% of program costs) Cash	3 In Kind	4 Program Revenue	5 All Other Resource s	6 Total
1. Personnel						
a. Wages & Salaries	736,021	0	0	0	0	736,021
b. Fringe	359,474	0	0	0	0	359,474
c. Other (Describe)	0	0	0	0	0	0
Subtotal:	1,095,495	0	0	0	0	1,095,495
2. Travel Expenses						
a. local	0	0	0	0	0	0
b. Out of Town	0	0	0	0	0	0
Subtotal	0	0	0	0	0	0
3. Facilities Expense						
a. Rent	17,200	0	5,385	0	0	22,585
b. Utilities	10,875	0	6,375	0	0	17,250
c. Other (Misc Bldg Maint)	19,703	0	4,695	0	0	24,398
Subtotal	47,778	0	16,455	0	0	64,233
4. Operating Expenses						
a. Office Supplies	8,061	0	8,036	0	0	16,097
b. Consumable Supplies	11,831	0	9,317	0	0	21,148
c. Telephone	4,750	0	3,750	0	0	8,500
d. Postage	1,862	0	862	0	0	2,724
e. Equipment	20,944	0	7,847	0	0	28,791
f. Other-Depreciation	82,004	0	48,586	0	0	130,590
Subtotal	129,452	0	78,398	0	0	207,850
5. Miscellaneous						
a. Staff Training	11,496	0	11,625	0	0	23,121
b. Consultant Fees	11,716	0	16,074	0	0	27,790
c. Audit	14,500	0	10,198	0	0	24,698
d. Other-Insurance	117,256	0	25,875	0	0	143,131
Subtotal	154,968	0	63,772	0	0	218,740
6. Indirect Costs						
a. Indirect Costs (Form 4.1)	0	0	0	0	0	0
b. Other (Describe)	0	0	0	0	0	0
Subtotal	0	0	0	0	0	0
7. Column Total All Costs	1,427,693	0	158,625	\$ -	\$ -	1,586,318

8. Total Non-Federal

9. Profit Factor

49,400

49,400

* Sources of In Kind match include insurance, operating, facility, miscellaneous and other assets not charged to Dept programs



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2017

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 have ADDITIONAL INSURED provisions or 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 Willis of New York, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED National Express LLC 2601 Navistar Drive Building 5 Lisle, IL 60532	<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: Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td>INSURER B:</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: Old Republic Insurance Company	24147	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W4728491
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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000
		Y	Y	MWZY 311240	11/01/2017	11/01/2018	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY			MWTB 311238	11/01/2017	11/01/2018	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		MWC 31123700	11/01/2017	11/01/2018	E.L. EACH ACCIDENT \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y				E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached 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 applies in favor of Additional Insured with respects to General Liability and Workers Compensation as permitted by law.

CERTIFICATE HOLDER

CANCELLATION

Milwaukee County Dept. of Aging Attn: Gary Portenier 1220 West Vliet Street, #302 Milwaukee, WI 53205	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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ACORD 25 (2016/03)

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SR ID: 15438306

BATCH: 547471

1.0 General Program Information**EXHIBIT 1**

Milwaukee County Dept of Aging
Descriptions of Proposed Programs and Services
Funding Period 1/1/2018 to 12/31/2018

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 E Mail: jsanchez@transitexpress.com

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

Judith Crawford, Chief Executive Officer



Name, Title

Signature

Name, Title

Signature

1.07 Staff Contact for the Program: Joe Sanchez-General Manager

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:

\$1,407,161

1.12 Total Agency Budget:

\$10,108,800

1.13 Proposed Cost per Unit of Service

\$23.62

Medical

20,901 Trips

\$26.69

Non Medical

9,901 Trips

\$13.43

Shared Ride

7,500 Trips

\$9.30

Group Grocery

22,230 Trips

\$12.87

Meal Site

28,150 Trips

1.14 Proposed Units to be Provided

88,682

4.0 Budget Summary		Proposed Contract Period 1/1/18 - 12/31/18				
Name of Agency: Transit Express Inc.		Proposed Program/Service: All Programs				
	1	2	3	4	5	6
ITEM	Dept on Aging Request	Non-Federal Match (10% of program costs) Cash In Kind	Program Revenue	All Other Resources	Total	
1. Personnel						
a. Wages & Salaries	736,021	0	0	0	0	736,021
b. Fringe	359,474	0	0	0	0	359,474
c. Other (Describe)	<u>0</u>	<u>0</u>	<u>0</u>	0	0	<u>0</u>
Subtotal:	1,095,495	0	0	0	0	1,095,495
2. Travel Expenses						
a. local	0	0	0	0	0	0
b. Out of Town	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Subtotal	0	0	0	0	0	0
3. Facilities Expense						
a. Rent	17,200	0	5,385	0	0	22,585
b. Utilities	10,875	0	6,375	0	0	17,250
c. Other (Misc Bldg Maint)	<u>19,703</u>	<u>0</u>	<u>4,695</u>	0	0	<u>24,398</u>
Subtotal	47,778	0	16,455	0	0	64,233
4. Operating Expenses						
a. Office Supplies	8,061	0	8,036	0	0	16,097
b. Consumable Supplies	11,831	0	9,317	0	0	21,148
c. Telephone	4,750	0	3,750	0	0	8,500
d. Postage	1,862	0	862	0	0	2,724
e. Equipment	20,944	0	7,847	0	0	28,791
f. Other-Depreciation	<u>82,004</u>	<u>0</u>	<u>48,586</u>	0	0	<u>130,590</u>
Subtotal	129,452	0	78,398	0	0	207,850
5. Miscellaneous						
a. Staff Training	11,496	0	11,625	0	0	23,121
b. Consultant Fees	6,184	0	16,028	0	0	22,212
c. Audit	14,500	0	10,198	0	0	24,698
d. Other-Insurance	<u>102,256</u>	<u>0</u>	<u>23,650</u>	<u>0</u>	<u>0</u>	<u>125,906</u>
Subtotal	134,436	0	61,501	0	0	195,937
6. Indirect Costs						
a. Indirect Costs (Form 4.1)	0	0	0	0	0	0
b. Other (Describe)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Subtotal	0	0	0	0	0	0
7. Column Total All Costs	1,407,161	0	156,354	\$ -	\$ -	1,563,515
8. Total Non-Federal						
9. Profit Factor						
	49,250					49,250

* Sources of In Kind match include insurance, operating, facility, miscellaneous and other assets not charged to Dept programs

Certificate Of Completion

Envelope Id: 09838144F1A64DFC97F85E25D641EBF8

Status: Completed

Subject: Transit Express contract for specialized transportation

Source Envelope:

Document Pages: 27

Signatures: 9

Envelope Originator:

Certificate Pages: 6

Initials: 0

Jon Janowski

AutoNav: Enabled

633 W. Wisconsin Ave.

Envelopeld Stamping: Enabled

Suite 901

Time Zone: (UTC-06:00) Central Time (US & Canada)

Milwaukee, WI 53203

Jonathan.janowski@milwaukeecountywi.gov

IP Address: 204.194.251.5

Record Tracking

Status: Original

Holder: Jon Janowski

Location: DocuSign

11/18/2017 3:41:26 PM

Jonathan.janowski@milwaukeecountywi.gov

Signer Events

Community Business Development Partners

rick.norris@milwaukeecountywi.gov

CBDP Director

Milwaukee County

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signature

DocuSigned by:

Rick Norris

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Paul Schwegel

paul.schwegel@milwaukeecountywi.gov

Safety Manager

Milwaukee County

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

DocuSigned by:

Paul Schwegel

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Paul D. Kuglitsch

corpcounselsignature@milwcnty.com

Deputy Corporation Counsel

Milwaukee County

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

DocuSigned by:

Paul D. Kuglitsch

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Viewed: 12/26/2017 7:25:37 PM

Signed: 12/26/2017 7:26:31 PM

Judith Crawford

Mark.Foster@nationalexpresstransit.com

CEO Transit and EVP Commercial Development

National Express Transit

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 12/28/2017 12:06:17 PM

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Judith Crawford

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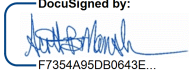
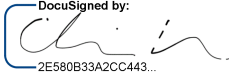
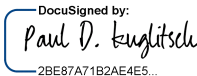
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Viewed: 12/28/2017 12:06:17 PM

Signed: 1/2/2018 7:13:30 AM

Signer Events	Signature	Timestamp
<p>Holly Davis holly.davis@milwaukeecountywi.gov Director Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/2/2018 11:04:59 AM ID: 02849ceb-a204-4639-ac49-f4559fc0f2b5</p>	<p>DocuSigned by:  ED77D76FE5D7434...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 1/2/2018 7:13:32 AM Viewed: 1/2/2018 11:04:59 AM Signed: 1/2/2018 11:05:09 AM</p>
<p>Scott B. Manske comptrollerssignature@milwcnty.com Comptroller Milwaukee County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by:  F7354A95DB0643E...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 1/2/2018 11:05:11 AM Viewed: 1/2/2018 12:11:52 PM Signed: 1/4/2018 2:44:01 PM</p>
<p>County Executive - Chris Abele cabele@milwcnty.com County Executive Milwaukee County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by:  2E580B33A2CC443...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 1/4/2018 2:44:03 PM Viewed: 1/4/2018 4:47:49 PM Signed: 1/4/2018 5:02:04 PM</p>
<p>Paul D. Kuglitsch corpcounselsignature@milwcnty.com Deputy Corporation Counsel Milwaukee County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by:  2BE87A71B2AE4E5...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 1/4/2018 5:02:06 PM Viewed: 1/7/2018 12:16:35 AM Signed: 1/9/2018 1:18:58 PM</p>
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Judith Crawford Judith.Crawford@ncllc.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div>COPIED</div>	<p>Sent: 1/9/2018 1:19:01 PM Viewed: 1/9/2018 1:19:36 PM</p>
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	1/9/2018 1:19:01 PM
Completed	Security Checked	1/9/2018 1:19:01 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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
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