

DCDHS - COUNTY OF DANE
Purchase of Services Agreement

Agreement No: 82983
Begin Date: 1/1/2015
Expiration Date: 12/31/2015
Authority: Res. NA
Maximum Cost: \$221,353
Number of Pages: 38
Corporation Counsel Approval: [Signature]

THIS AGREEMENT is made and entered into by and between the County of Dane (hereafter referred to as "COUNTY") and **Robert Newton and LaVonne Newton d/b/a We Care Transportation** (hereafter, "PROVIDER"), as of the respective dates representatives of both parties have affixed their respective signatures.

WHEREAS COUNTY, whose address is 1202 Northport Drive, Madison, WI 53704, desires to purchase services from PROVIDER, whose address is 2889 Hwy MN Unit 1, Stoughton WI 53589 for the purpose of:

Specialized Transportation & Escort (SPC 107.30)

These services are more particularly described in Section 1 of Schedule A.

~~**AND WHEREAS** Provider is able and willing to provide such services;~~

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

[End of Page]

I. **TERM.**

The term of this Agreement shall commence as of the *Begin Date* and shall end as of the *Expiration Date*, both of which are set forth on page one (1) hereof. PROVIDER shall complete its service obligations under this Agreement not later than the *Expiration Date*. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the *Maximum Cost* as stated above for all services.

II. **SERVICES.**

- A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached *Schedule A*, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of *Schedule A* or any of them, it is agreed that the terms of *Schedule A*, to the extent of any conflict, are controlling.
- B. PROVIDER shall furnish the services contained in and comply with the performance and productivity requirements contained in the *Program Summary* document, which is attached hereto and fully incorporated herein by reference. PROVIDER shall complete its obligations under this Agreement in a sound, economical and efficient manner in accordance with this Agreement and all applicable laws.
- C. COUNTY will make payments for services rendered under this Agreement as and in the manner specified herein and in *Schedule B*, which, if attached, is fully incorporated herein by reference.
- D. PROVIDER agrees to make such reports as are required by this Agreement and in the attached *Schedule C*, which is fully incorporated herein by reference.
- E. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY. PROVIDER shall ensure PROVIDER's personnel are instructed that they will not have any direct contractual relationship with COUNTY. COUNTY shall not participate in or have any authority over any aspect of PROVIDER's personnel policies and practices, and shall not be liable for actions arising from such policies and practices.
- F. COUNTY shall have the right to request replacement of personnel. PROVIDER shall comply where such personnel are deemed by COUNTY to present a risk to consumers. In other instances, PROVIDER and COUNTY shall cooperate to reach a reasonable resolution of the issue.
- G. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin.
- H. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and/or PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- I. PROVIDER understands that time is of the essence.
- J. Unless specified differently herein, a PROVIDER shall maintain a consistent volume of service delivery throughout the months of the Agreement as determined by COUNTY.

SECTION A
(Non-Discrimination)

III. **NON-DISCRIMINATION.**

- A. During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or

political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s).

- B. PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

IV. AFFIRMATIVE ACTION.

- A. If PROVIDER has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, PROVIDER shall file an Affirmative Action Plan with the Dane County Contract Compliance Officer in accord with Chapter 19 of the Dane County Code of Ordinances. Such plan must be filed within fifteen (15) days of the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY.
- B. PROVIDER shall also, during the term of this Agreement, provide copies of all announcements of employment opportunities to COUNTY's Contract Compliance office, and shall report annually the number of persons, by race, ethnicity, gender, and disability, status, who apply for employment and, similarly classified, the number hired and the number rejected.
- C. PROVIDER agrees to furnish all information and reports required by COUNTY's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D. C. Ords., and the provisions of this Agreement.

V. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

- A. PROVIDER and all Subcontractors agree not to discriminate on the basis of disability in accordance with The Americans with Disabilities Act (ADA) of 1990, the Wisconsin Statutes secs. 111.321 and 111.34, and Chapter 19 of the Dane County Code of Ordinances. PROVIDER agrees to post in conspicuous places, available to employees, service recipients, and applicants for employment and services, notices setting forth the provisions of this paragraph.
- B. PROVIDER shall give priority to those methods that offer programs and activities to disabled persons in the most integrated setting. Where service or program delivery is housed in an inaccessible location, and accessible alterations are not readily achievable, PROVIDER agrees to offer "programmatically accessibility" to recipients (real or potential) of said services and programs (e.g. change time/location of service).
- C. PROVIDER agrees that it will employ staff with special translation and sign language skills appropriate to the needs of the client population, or will purchase the services of qualified adult interpreters who are available within a reasonable time to communicate with hearing impaired clients. PROVIDER agrees to train staff in human relations techniques and sensitivity to persons with disabilities. PROVIDER agrees to make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms. PROVIDER agrees to provide, free of charge, all documents necessary to its clients' meaningful participation in PROVIDER's programs and services in alternative formats and languages appropriate to the needs of the client population, including, but not limited to, Braille, large print and verbally transcribed or translated taped information. The PROVIDER agrees that it will train its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply for or participate in PROVIDER's programs and services.

VI. BILINGUAL SERVICES.

PROVIDER agrees to maintain comprehensive policies to ensure compliance with Title VI of the Civil Rights Act of 1964, as updated to address the needs of employees and clients with limited English proficiency. PROVIDER agrees that it will employ staff with bilingual or special foreign language translation skills appropriate to the needs of the client population, or will purchase the services of qualified adult interpreters who are available within a reasonable time to communicate with clients who have limited English proficiency. PROVIDER will provide, free of charge, all documents necessary to its clients' meaningful participation in PROVIDER's programs and services in alternative languages appropriate to the needs of the client population. PROVIDER agrees that it will train its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply or participate in PROVIDER's programs and services.

VII. CIVIL RIGHTS COMPLIANCE.

- A. If PROVIDER has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to the COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of Chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health Services Division that covers the services purchased by Dane County, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. The PROVIDER further agrees to cooperate with the COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of the PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to the Dane County Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to the Dane County Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER's plan shall govern PROVIDER's activities.

VIII. EQUAL BENEFITS REQUIREMENT.

PROVIDER will comply with section 25.016 of Dane County Code of Ordinances by providing the same economic benefits to all of its employees with domestic partners as it does to employees with spouses or the cash equivalent if such a benefit cannot reasonably be provided. PROVIDER agrees to make available for inspection by COUNTY the PROVIDER's payroll records relating to employees providing services under this Agreement. If PROVIDER's payroll records contain any false, misleading, or fraudulent information, or if PROVIDER fails to comply with the provision of s. 25.016 of the Dane County Code of Ordinances, COUNTY's Contract Compliance Officer may withhold payments; terminate, cancel, or suspend this Agreement in whole or in part; or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after a first violation is found and for a period of three years after a second or subsequent violation is found. Contracts only involving the purchase of goods, or contracts with a school district, municipality or other unit of government are exempt from the requirements of this section.

IX. EQUAL OPPORTUNITY NOTICE.

In all solicitations for employment placed on PROVIDER's behalf during the term of this Agreement, PROVIDER shall include a statement to the effect that PROVIDER is an "Equal Opportunity Employer".

**SECTION B
(General Terms)**

X. ASSIGNMENT AND TRANSFER.

PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement without the prior written consent of COUNTY, unless otherwise provided herein. Claims for money due to PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without COUNTY consent if and only if the instrument of assignment provides that the right of the assignee in and to any amounts due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall furnish COUNTY with notice of any such assignment or transfer.

XI. CONFIDENTIALITY.

A. PROVIDER agrees to comply with all pertinent federal and state statutes, rules, regulations and county ordinances related to confidentiality. Further, COUNTY and PROVIDER agree that:

1. Client specific information, including, but not limited to, information which would identify any of the individuals receiving services under this Agreement, shall at all times remain confidential and shall not be disclosed to any unauthorized person, forum, or agency except as permitted or required by law.
2. PROVIDER knows and understands it is not entitled to any client specific information unless it is released to persons who have a specific need for the information which is directly connected to the delivery of services to the client under the terms of this Agreement and only where such persons require the requested information to carry out official functions and responsibilities.
3. Upon request from COUNTY, client specific information, including but not limited to treatment information, shall be exchanged between PROVIDER and COUNTY, consistent with applicable federal and state statutes, for the following purposes:
 - a. Research (names and specific identifying information not to be disclosed);
 - b. Fiscal and clinical audits and evaluations;
 - c. Coordination of treatment or services; and
 - d. Determination of conformance with court-ordered service plans.

B. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Applicability.

1. The PROVIDER agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all relevant regulations as from time to time amended, to the extent those regulations apply to the services the PROVIDER provides or purchases with funds provided under this Agreement.
2. In addition, certain functions included in this Agreement may be covered within HIPAA rules. As such, the COUNTY must comply with all provisions of the law. If COUNTY has determined that PROVIDER is a "Business Associate" within the context of the law, PROVIDER will sign and return the attached Business Associate Agreement, which will be included and made part of this Agreement.

XII. COOPERATION.

- A. PROVIDER agrees to cooperate with departments, agencies, employees and officers of COUNTY in providing the services described herein.
- B. Where PROVIDER furnishes counseling, care, case management, service coordination or other client services and COUNTY requests PROVIDER or any of PROVIDER's employees to provide evidence in a court or other evidentiary proceeding regarding the services provided to any named client or regarding the client's progress given services provided, services purchased under this Agreement include PROVIDER making itself or its employees available to provide such evidence requested by COUNTY as authorized by law.

XIII. COUNTY LOGO. PROVIDER agrees to display the Dane County Department of Human Services (DCDHS) logo in its waiting rooms and incorporate the logo in all PROVIDER publications and stationery that pertain to services funded by COUNTY. Costs associated with display of the logo are the responsibility of COUNTY.

XIV. DELIVERY OF NOTICES.

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth in this Agreement. Any party changing its address shall notify the other party in writing within five (5) business days.

XV. DISPUTE RESOLUTION.

- A. **Good Faith Efforts.** In the event of a dispute between PROVIDER and COUNTY involving the interpretation or application of the contents of this Agreement, PROVIDER and COUNTY agree to make good faith efforts to resolve grievances informally.
- B. **Formal Procedure.** In the event informal resolution is not achieved, COUNTY and PROVIDER shall follow the following procedure to resolve all disputes:

Step 1: PROVIDER's Chief Executive Officer shall present a description of the dispute and PROVIDER's position, in writing, to COUNTY's Division Manager within fifteen (15) working days of gaining knowledge of the issue. The description shall cite the provision or provisions of this Agreement that are in dispute and shall present all available factual information supporting PROVIDER's position. Failure to timely provide said document constitutes a waiver of PROVIDER's right to dispute the item.

Step 2: Both parties shall designate representatives, who shall attempt to reach a mutually satisfactory resolution within the fifteen (15) working days after mailing of the written notice.

Step 3: If resolution is not reached in Step 2, COUNTY's Division Manager shall provide in writing by mail, an initial decision. Said decision shall be binding until and unless a different decision is reached as outlined below.

Step 4: PROVIDER's Chief Executive Officer or equivalent may request a review of the initial decision by mailing a written request to COUNTY's Human Services Director within fifteen (15) working days of the receipt of the initial decision. Failure to timely provide said request constitutes a waiver of PROVIDER's right to dispute the item.

Step 5: COUNTY's Human Services Director shall respond to the request for review by mailing a final written decision to PROVIDER within fifteen (15) working days of receipt of the request.

Step 6: PROVIDER's Chief Executive Officer or equivalent may request a review by the County Executive of the final decision by mailing said request within fifteen (15) working days of the postmarked date of the final decision. Failure to timely provide said request constitutes a waiver of PROVIDER's right to dispute the item.

Step 7: The County Executive shall provide a final decision by mailing it to PROVIDER within fifteen (15) working days following the postmarked date of the request for a review. The decision of the County Executive is final and binding on the parties.

C. **Client Grievance Procedure.**

1. PROVIDER shall have a written client grievance procedure approved by COUNTY, posted in its service area, at all times during the term of this Agreement.
2. Where clients may be entitled to an administrative hearing concerning eligibility, PROVIDER will cooperate with COUNTY in providing notice of said eligibility to clients.

XVI. EMERGENCY PLANNING.

A. In order for PROVIDER and the people PROVIDER serves to be prepared for an emergency such as a tornado, flood, blizzard, electrical blackout, pandemic and/or other natural or man-made disaster, PROVIDER shall develop a written plan that at a minimum addresses:

1. The steps PROVIDER has taken or will be taking to prepare for an emergency;
2. Which of PROVIDER's services will remain operational during an emergency;
3. The role of staff members during an emergency;
4. PROVIDER's order of succession, evacuation and emergency communications plans, including who will have authority to execute the plans and/or to evacuate the facility;
5. Evacuation routes, means of transportation and use of alternate care facilities and service providers, (such as pharmacies) with which PROVIDER has emergency care agreements in place;
6. How PROVIDER will assist clients/consumers to individually prepare for an emergency; and
7. How essential care records will be protected, maintained and accessible during an emergency.

A copy of the written plan should be kept at each of PROVIDER's office(s).

B. Providers who offer case management or residential care for individuals with substantial cognitive, medical, or physical needs shall assure at-risk clients/consumers are provided for during an emergency.

XVII. FAIR LABOR STANDARDS COMPLIANCE.

A. **Reporting Adverse Findings.** During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER's responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this Agreement, COUNTY may take such action.

B. **Appeal Process.** PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e), D.C. Ords.

C. **Notice Requirement.** PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane

County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing.”

XVIII. INDEMNIFICATION BY PROVIDER.

- A. To the fullest extent permitted by law, PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, agents, volunteers, employees and representatives against any and all liability, claims, losses (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses (including, but not limited to, court costs, as well as fees and charges of attorney(s)) which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, claims, damages, losses, charges, costs, or expenses caused by or arising from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, agents, volunteers, employees or representatives. The obligations of PROVIDER under the paragraph shall apply to liability, claims, losses, damages, costs or expenses arising from any aspect of PROVIDER's personnel policies or practices, because, except as otherwise provided herein, it is understood that COUNTY assumes no control over PROVIDER's business operations, methods or procedures.
- B. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph.
- C. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- D. The requirements of this section are waived where PROVIDER is the State of Wisconsin.

XIX. INSURANCE.

- A. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of *paragraph XV*, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement.
 - 1. **Commercial General Liability.**
PROVIDER agrees to maintain Commercial General Liability at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERS and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.
 - 2. **Commercial/Business Automobile Liability.**
PROVIDER agrees to maintain Commercial/Business Automobile Liability at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
 - 3. **Professional Liability.**
PROVIDER agrees to maintain Professional Liability at a limit of not less than \$1,000,000 per claim with a \$1,000,000 aggregate for all PROVIDER's professional employees. The coverage shall include Unintentional

Errors/Omissions Endorsement. There shall be an extended reporting period provision of not less than two years.

4. **Workers' Compensation.**
PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.
 5. **Umbrella or Excess Liability.**
PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.
- B. **PROVIDER Prohibited from Waiving COUNTY's Right to Subrogation:** When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance.
 - C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
 - D. COUNTY, acting at its sole option and through its Risk Manager, may waive any and all insurance requirements. Waiver is not effective unless in writing. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.
 - E. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
 - F. The requirements of this section are waived where PROVIDER is the State of Wisconsin.

XX. LICENSE, CERTIFICATION AND STANDARD COMPLIANCE.

- A. **Service Standards.** PROVIDER shall meet State and Federal service standards as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement, including all regulations applicable to the expenditure and reporting of funds for services purchased by this Agreement.

- B. **Licenses and Certifications.** Where required by law, PROVIDER must, at all times, be licensed or certified by either the State or County as a qualified provider of the services purchased hereby. PROVIDER shall fully cooperate with licensing and certification authorities. PROVIDER shall submit copies of the required licenses or certifications upon request by COUNTY. PROVIDER shall promptly notify COUNTY in writing of any citation PROVIDER receives from any licensing or certification authority, including all responses and correction plans.
- C. **County Standards.** Where COUNTY wants to apply a specific set of standards to PROVIDER not contrary to state and federal regulations, the same are specified or are specifically referred to in this Agreement.
- D. **Background Checks.** PROVIDER agrees to do background checks for all employees having regular contact with children, the elderly or vulnerable adults, including caregiver background checks where required by law.
- E. **Notification.** PROVIDER shall notify the COUNTY promptly, in writing, if it is unable to comply with any of the above requirements.

XXI. LIVING WAGE.

- A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services under this Agreement or a subcontract.
- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.
- C. PROVIDER agrees to submit a certification as required in section 25.015(7) of the Dane County Code of Ordinances.
- D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.
- E. PROVIDER shall ensure that any subcontractors conform to the provisions of this section.
- F. The following are exemptions from the requirements of this section:
 1. When the *Maximum Cost* of the Agreement is less than \$5,000;
 2. When the provider is a school district, a municipality, or other unit of government;
 3. When the County is purchasing residential services at an established per bed rate;
 4. When employees are persons with disabilities working in employment programs and the provider holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
 5. When an individual receives compensation for providing services to a family member;
 6. When employees are student interns;
 7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances;
 8. Where this Agreement is funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.
- G. COUNTY at its sole discretion may fund all, part or none of PROVIDER's obligation to pay its employees living wages under section 25.015 of the Dane County Code of Ordinances. If PROVIDER fails to provide COUNTY living wage survey information by the due date set

by COUNTY, it shall forfeit any funds COUNTY may have otherwise provided for this purpose.

XXII. NO WAIVER OF RIGHT OF RECOVERY.

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER. The making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

XXIII. PATENTS AND INVENTIONS. PROVIDER may elect to retain the entire right, title and interest to any invention conceived or first actually reduced to practice in the performance of this Agreement as provided by 37 CFR 401. In the event any invention results from work performed jointly by PROVIDER and COUNTY, the invention(s) shall be jointly owned.

XXIV. PENALTIES.

- A. PROVIDER shall provide immediate notice in the event it will be unable to meet any deadline, including deadlines for filing reports, set by COUNTY. Concurrent with notification, PROVIDER shall submit either a request for an alternative deadline or other course of action or both. COUNTY may grant or deny the request. COUNTY has the prerogative to withhold payment to PROVIDER upon denial of request or until any condition set by COUNTY is met. In the case of contracts that have been renewed or continued from a previous contractual period, COUNTY may withhold payment in the current period for failures that occurred in a previous period.
- B. If COUNTY is liable for damages sustained as a result of breach of this Agreement by PROVIDER, ~~COUNTY may withhold payments to PROVIDER as set off against said damages.~~
- C. If, through any act of or failure of action by PROVIDER, COUNTY is required to refund money to a funding source or granting agency, PROVIDER shall pay to COUNTY within ten (10) working days, any such amount along with any interest and penalties.

XXV. RECORDS.

- A. **Open Records Requests.** PROVIDER agrees to assist COUNTY in promptly fulfilling or answering any open records request, in the manner determined by COUNTY, of a record not protected by a law requiring confidentiality that PROVIDER keeps or maintains on behalf of COUNTY.
- B. **Records Retention.** PROVIDER shall retain any record required to be kept on behalf of COUNTY for a period of not less than seven (7) years unless a shorter period of retention is authorized by applicable law or for a longer period of time if required by law.
- C. **Records Ownership.**
 - 1. It is understood that in the event this Agreement terminates for any reason, COUNTY, at its option may take ownership of all records created for the purpose of providing and facilitating provision of services under the Agreement.
 - 2. If, as the result of the expiration or termination of this Agreement, PROVIDER discontinues services provided under this Agreement to any client who continues to require such service, COUNTY shall have the right to take immediate physical custody of any of the client's records that are necessary to facilitate the transition of services to another provider of such service, including, but not limited to, all documents, electronic data, products and services prepared or produced by PROVIDER under this Agreement.

XXVI RENEGOTIATION.

- A. This Agreement or any part thereof, may be renegotiated at the option of COUNTY in the case of: 1) increased or decreased volume of services; 2) changes required by Federal or

State law or regulations or court action; 3) cancellation, increase or decrease in funding; 4) changes in service needs identified by COUNTY; 5) PROVIDER's failure to provide monthly services purchased; or 6) upon any mutual agreement. PROVIDER agrees to renegotiate in good faith if COUNTY exercises this option.

- B. Any agreement reached pursuant to renegotiation shall be acknowledged through a written Agreement addendum signed by COUNTY and PROVIDER.
- C. Changes to the number of units purchased under this Agreement pursuant to renegotiation shall be reflected by amendment to the *Program Summary*.
- D. If PROVIDER refuses to renegotiate in good faith as required by this section, COUNTY may either terminate the Agreement or unilaterally adjust payments downward to reflect COUNTY's best estimate of the volume of services actually delivered by PROVIDER under this Agreement.

XXVII. TERMINATION, SUSPENSION AND/OR MODIFICATION.

This Agreement may be terminated and/or its terms may be modified or altered as follows:

- A. Either party may terminate the Agreement, for any reason, at any time upon ninety (90) days written notice.
- B. Failure of PROVIDER to fill any of its obligations under the Agreement in a timely manner or violation by PROVIDER of any covenants or stipulations contained in this Agreement shall constitute grounds for COUNTY to terminate this Agreement upon ten (10) days written notice of the effective date of termination.
- C. The following shall constitute grounds for immediate termination:
 - 1. Violation by PROVIDER of any state, federal or local law, or failure by PROVIDER to comply with any applicable state and federal service standards, as expressed by applicable statutes, rules and regulations.
 - 2. Failure by PROVIDER to carry applicable licenses or certifications as required by law.
 - 3. Failure of PROVIDER to comply with reporting requirements contained herein.
 - 4. Inability of PROVIDER to perform the work provided for herein.
 - 5. Exposure of a client to immediate danger when interacting with PROVIDER.
- D. In the event of cancellation or reduction of state, federal or county funding upon which COUNTY relies to fulfill its obligations under this Agreement, PROVIDER agrees and understands that COUNTY may take any of the following actions:
 - 1. COUNTY may terminate this Agreement, upon thirty (30) days written notice.
 - 2. COUNTY may suspend this Agreement without notice for purposes of evaluating the impact of changed funding.
 - 3. COUNTY may reduce funding to PROVIDER upon thirty (30) days written notice. If COUNTY opts to reduce funding under this provision, COUNTY may, after consultation between PROVIDER and COUNTY's contract manager or designee, specify the manner in which PROVIDER accomplishes said reduction, including, but not limited to, directing PROVIDER to reduce expenditures on designated goods, services and/or costs.
- E. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder or failure of PROVIDER to timely commence the contracted for services, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- F. Termination or reduction actions taken by COUNTY under this Agreement are not subject to the review process set forth in Section XV B of this document.

SECTION C
(Financial Terms)

XXVIII. FINANCIAL PROVISIONS.

A. **Accounting.** The *Wisconsin Allowable Cost Policy Manual* shall determine eligible reimbursable expenses. PROVIDER shall adhere to the *State of Wisconsin's Allowable Cost Policy Manual*, including revisions and updates and return to COUNTY any funding paid in excess of allowable costs.

B. **Method of Payment.** PROVIDER shall be paid for its services as indicated below.

1. **Monthly Expense Reimbursement:** Expenses incurred by PROVIDER shall be reimbursed by COUNTY on a monthly basis. Requests for payment shall be made on COUNTY's Payment Voucher (Form 014-64-05) and submitted to COUNTY within twenty-five (25) days after the month of service. This provision will be applicable to the following programs:

2. **Unit of Service Reimbursement:** Units of service provided shall be paid by COUNTY on a monthly basis. Requests for payment shall be made on COUNTY's Payment Voucher (Form 014-64-05) or a monthly billing statement and submitted to COUNTY within twenty-five (25) days after the month of service. This provision will be applicable to the following programs:

_____ All programs _____

3. **Monthly Advance Payment with Year End Reconciliation:** PROVIDER shall be advanced equal monthly payments consisting of the annual Agreement amount divided by the number of months covered under this Agreement. The last monthly payment to PROVIDER may be adjusted to actual expenses anticipated for the Agreement term. Request for payment shall be made on COUNTY's Payment Voucher (Form 014-64-05) and submitted to COUNTY by the first of the month previous to the month the payment is to be issued. This provision will be applicable to the following programs:

4. **Other Method of Payment:** This method is described in Schedule B for the following programs:

C. **Alternate Method of Payment.** Notwithstanding the agreed upon method of payment stated above, COUNTY may at its option refuse to advance all or part of any unearned payment otherwise due to PROVIDER if COUNTY reasonably suspects any of the following:

1. PROVIDER has mismanaged any funds provided by COUNTY.
2. Funds in PROVIDER's possession are at risk of being seized by PROVIDER's creditors or other adverse interest.
3. PROVIDER appears incapable of maintaining itself as a going business concern.
4. PROVIDER fails to meet reporting requirements.

- D. **Administrative Cost Ceiling.** PROVIDER agrees to keep administrative costs for each program at or below the percentage approved by COUNTY. The approved administrative cost is that percentage most recently approved by COUNTY, whether governed by this year's Agreement or by a previous year's Agreement. No variance in excess of the approved administrative percentage will be allowed unless approved by COUNTY in advance and in writing. In no event will COUNTY approve an administrative cost percentage in excess of 15% of the cost of each program.
- E. **Exemptions from Administrative Cost Ceiling.** At the discretion of COUNTY, programs will be exempt from the prescribed ceiling if any of the following applies:
1. The program is 100% administrative, or
 2. The program is paid monthly under the unit of service reimbursement method of payment, or
 3. The program is 100% funded from medical assistance or another federal source; in such case the administrative expense shall be limited to the requirements of the funding source.
- F. **Bond.** At all times during the term of this Agreement PROVIDER shall maintain an employee dishonesty bond in an amount sufficient to hold PROVIDER harmless in the event of employee fraud or defalcation. Said bond shall insure PROVIDER against the loss of funds provided through this Agreement and the loss of client funds to which the PROVIDER or its employees has access through the services provided through this Agreement. PROVIDER shall furnish evidence of having met this requirement upon request by COUNTY.
- G. **Budgets and Personnel Schedules.**
1. Programs paid under the unit of service reimbursement method of payment shall be exempt from the requirements of this section.
 2. For each program funded by COUNTY, PROVIDER shall prepare a program budget and supporting personnel schedule and submit it to COUNTY for approval within fifty-six (56) days after the effective date of this Agreement. PROVIDER agrees to submit its program budgets and personnel schedules on forms provided by COUNTY and according to guidelines provided by COUNTY. Program budgets and personnel schedules shall be considered approved when signed by both PROVIDER and COUNTY. Upon approval by COUNTY, both the program budget and personnel schedule shall be made a part of this Agreement.
 3. Variances in any program account category (categories are: Personnel, Operating, Space, Special Costs, and Other Expense) in excess of \$5,000.00 or 10%, whichever is less, shall not be allowed unless PROVIDER obtains written approval of COUNTY at COUNTY's discretion for good cause shown. Overall program under-spending is not considered a variance.
 4. Funds allocated to each program must be used as allocated in accordance with the approved program budget and may not be transferred between programs without the written agreement of COUNTY at COUNTY's discretion for good cause shown.
 5. If there is a change in program funding under this Agreement, PROVIDER shall submit a revised budget and personnel schedule, unless waived in writing by COUNTY.
 6. In performing services required under this Agreement, PROVIDER shall not exceed either the approved program budget or the staffing level indicated in the approved personnel schedule.
- H. **Client Accounts.**
1. Under no circumstances is PROVIDER permitted to commingle funds belonging to clients with PROVIDER's funds. Client funds shall be kept in separate accounts ("Client Accounts") such that all monies can be accounted for at all times.
 2. Client Accounts established pursuant to this section shall be subject to audit at any time during normal business hours and without prior notice.

3. If COUNTY discovers a deficiency in any Client Account or if a formal complaint is filed pertaining to such an account, COUNTY or its representative may withhold from PROVIDER funds equivalent to the sum in dispute until settlement is reached.

I. Collection of Client Fees.

1. COUNTY shall determine which programs operated by PROVIDER are required under Wis. Stats. 46.03(18) to participate in the Wisconsin Administrative Code (DHS 1) Uniform Fee System of charging clients for services provided and inform PROVIDER. PROVIDER shall assume responsibility for the billing and collection of fees, unless specified otherwise in this Agreement.
2. PROVIDER shall not delegate collection of fees to private collection firms without written permission from COUNTY.

J. Deadline for Requesting Cost Variances and Transfers of Funds Between Programs. Requests for approval of cost variances and transfers of funds between programs must be made in writing to COUNTY no later than January 25 of the year following the Agreement year. COUNTY will not consider written requests for further revisions unless they are the result of auditing adjustments detailed in a letter from PROVIDER's auditor and submitted prior to or with the annual audit report.

K. Deposits in FDIC-Insured Account. Any payments of monies to PROVIDER by COUNTY for services provided under this Agreement shall be deposited in a financial institution with Federal Deposit Insurance Corporation (FDIC) insurance coverage. For any balance exceeding FDIC coverage PROVIDER must obtain additional insurance.

L. Donations. PROVIDER shall account for donations in accordance with the State of Wisconsin's Allowable Cost Policy Manual (Section III, item 12) and other applicable law.

M. Expense Reports. PROVIDER shall submit expense reports on the form provided by COUNTY. The report shall be submitted on a quarterly basis and is due no later than the 25th of the month following the end of the quarter. COUNTY may require reports more frequently upon thirty (30) day notice. Programs paid under the unit of service reimbursement method of payment shall be exempt from submitting the expense reports described in this paragraph.

N. Financial and Compliance Audit by PROVIDER.

1. PROVIDER, if it receives departmental funding over \$25,000, shall submit a copy of its agency-wide annual audit to COUNTY within one hundred eighty (180) days of the end of its fiscal year. The audit shall be performed on behalf of PROVIDER by an independent certified public accountant and shall be conducted in accordance with the applicable state and federal regulations and guidelines, including, but not limited to: *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapters 1 and 2;* the *State of Wisconsin's Department of Health Services Audit Guide;* and the *State of Wisconsin's Allowable Cost Policy Manual.* If PROVIDER receives department funding less than \$100,000, it may request a waiver of this requirement. When required, the audit shall include the following items:
 - a. The auditor's opinion on the financial statements.
 - b. A supplementary schedule identifying expenses and revenues by funding source and by program. This schedule shall be presented in worksheet format with programs and funding sources as columns, revenues and expenses as line items, with expenditures reflected by category as defined by COUNTY (i.e., Personnel, Operating, Space, Special Costs, and Other Expenses) as allocated between "administrative" and "program" categories, and an excess or deficit computed at the foot of each column.
 - c. For each program funded by COUNTY, a supplementary schedule in the form of a final expense report as prescribed by COUNTY.
 - d. The auditor's opinion on the supplementary schedules.

- e. The auditor's Report on Compliance and Internal Control over Financial Reporting based on an audit of financial statements performed according to Government Auditing Standards.
 - f. The auditor's Report on Compliance with requirements applicable to each major program and Internal Control over Compliance in Accordance with *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapters 1 and 2* and the State Single Audit Guidelines.
 - g. A Schedule of Questioned Costs, if any.
 - h. The auditor's Letter to Management, as applicable.
 - i. The auditor's Summary of Audit Results.
2. COUNTY shall identify in writing to PROVIDER those findings or recommendations in the audit which shall require a written response and plan of corrective action by PROVIDER.
 3. Where the Agreement period and PROVIDER's fiscal year do not coincide, the audit shall include a bridging schedule by program identifying expenses to the Agreement period. "By program" means that the bridging schedule must show each program individually.
 4. COUNTY shall accept its allocated share of the audit cost as indicated in the approved budget. COUNTY shall comment on the audit in writing to PROVIDER within one hundred eighty (180) days of when the audit is due or received whichever is later.
 5. PROVIDER understands and acknowledges that all auditing requirements survive the *Expiration Date* of this Agreement. If this contract terminates or is assigned with COUNTY's permission to another entity before the expiration date, these audit provisions shall be due within 120 days of the termination or assignment.

O. Final Settlement Where County Pays PROVIDER's Costs.

If this Agreement employs Method of Payment under sub term B., paragraphs 1., 3. or 4. above, COUNTY shall pay the lesser of net audited expenses or the annual Agreement amount on a per program basis. Net audited expenses shall be determined as follows:

1. As required by the terms of this Agreement, PROVIDER shall submit an audit, which shall include a supplementary schedule identifying expenses and revenues by funding source and by program. Where there are other revenues in COUNTY program columns of the audit, except for interest and dividends, the revenues shall be deducted from the expenses in those columns to give the net expense to COUNTY.
2. In the event the audit requirement is waived by COUNTY, PROVIDER shall provide COUNTY an unaudited supplementary schedule by program showing net county-funded expenditures by category (i.e., Personnel, Operating, Space, Special Costs, and Other Expense) compared to the most recently approved program budget for this Agreement, which shall be submitted to COUNTY no later than January 25 of the year following the Agreement year. Said schedule shall include an actual vs. budget analysis of expenditures as allocated between "administrative" and "program". The percentage actual expenses vary from the budget shall be calculated and displayed for each account category. This schedule shall be submitted on the form provided by COUNTY and COUNTY shall pay the lesser of unaudited expenses or the annual Agreement amount on a per program basis.
3. On a per program basis, any account category or administrative cost variance not approved by COUNTY will be considered an overpayment and PROVIDER shall reimburse any such amount to COUNTY within ten (10) working days of notification. Overall program under spending is not considered a variance issue.
4. If PROVIDER is a nonprofit organization, it may not keep excess revenue over the approved program budget described in Section C, term XXVIII, sub term G.2.
5. If PROVIDER is a profit organization, Final Settlement on a per program basis, excluding Systems Management programs, shall be the lesser of audited expenses plus four percent (4%) of audited expenses less related revenue or the *Maximum Cost* as stated on page one of this Agreement.

6. PROVIDER must claim any alleged underpayment by COUNTY by the time of final settlement or such claims are waived.
- P. **Notice of Financial Instability.** PROVIDER shall give COUNTY immediate notice of any of the following events:
1. That PROVIDER is unable to meet its financial obligations to its employees, to the state or federal governments, or to any creditor.
 2. That PROVIDER has written a check drawn on insufficient funds.
 3. That PROVIDER has received notice that it has been sued or that a lawsuit against PROVIDER is pending.
 4. That PROVIDER has filed a bankruptcy action.
 5. That PROVIDER has sustained or will sustain a loss for which it has insufficient financial resources.
 6. Any other event that impedes PROVIDER's ability to perform under this Agreement.
- Q. **Overpayment.** Any overpayment due COUNTY shall be paid within ten (10) working days of notification. PROVIDER understands that time is of the essence with respect to repayments and agrees that if PROVIDER fails to timely submit repayment, COUNTY may withhold payment due from either a previous year Agreement or the current year Agreement.
- R. **Purchased Equipment.**
1. The *State of Wisconsin's Allowable Cost Policy Manual* requires that any asset with an acquisition cost in excess of \$5,000 be capitalized. PROVIDER shall make requests for any exceptions to this policy in writing to the appropriate Division Manager for COUNTY. These requests shall be made prior to the purchase of any such asset.
 2. If COUNTY approves an exception under sub. (1), above, and any assets are expensed to COUNTY, said assets shall become the property of COUNTY upon termination or non-renewal of this or any extension or future Agreement.
 3. Any item capitalized on PROVIDER's books and depreciated to COUNTY shall remain the property of PROVIDER.
 4. PROVIDER agrees to maintain records that clearly identify all items expensed or depreciated to COUNTY and shall provide those records to COUNTY upon request. Where the records are unclear, it shall be assumed that COUNTY is the owner of the property upon termination or non-renewal of the Agreement.
- S. **Purchase of Computer Equipment.**
1. Any of PROVIDER's hardware intended to link with the COUNTY network, shall meet Dane County Department of Administration, Management Information Services standards in effect at the time the linkage is desired.
 2. PROVIDER shall be responsible for the costs associated with connectivity hardware and software, including, but not limited to, installation of data lines and associated monthly costs, port patch panels (hubs), patch cables, network interface cards and network software.
 3. PROVIDER shall be responsible for all maintenance of its computer equipment. Dane County Department of Administration, Management Information Services shall be responsible for maintenance of the network.
 4. PROVIDER shall be responsible for completing and submitting current and accurate COUNTY Security Access forms to the COUNTY Security Officer for all staff who will be logging on to a Dane County network. It is PROVIDER's responsibility to ensure accuracy of said Security Access forms. COUNTY has the discretion to refuse access to the network for any reason.

SECTION D
(Reporting and Evaluation Requirements)

XXIX. REPORTS AND EVALUATION.

- A. **Audits and Contract Reviews.** PROVIDER agrees to submit to such random audits by COUNTY as COUNTY may request. Unless a violation of State, Federal or local law is alleged, COUNTY will give no less than ten (10) working days notice before a review or monitoring procedure. COUNTY's review and monitoring responsibilities under the terms of this Agreement may include, but are not limited to: Agreement compliance, certification status, financial expenditures, reporting requirements, units of service provided, Affirmative Action Plan, Civil Rights Compliance Plan, American Disability Act Compliance, on-site visits by COUNTY staff and/or county board members, or both, interviews with program consumers, families and guardians, interviews with direct service and management personnel. The State and/or Federal government may also conduct program reviews in connection with their financial oversight functions. PROVIDER agrees to cooperate with COUNTY, State and Federal governments in these reviews.
- B. **Client Reporting.** PROVIDER shall submit monthly client registration and/or client service participation reports in a format provided by COUNTY. Reports for January through November are due on the tenth of the following month. The December report is due no later than January 5.
- C. **Copies to be Supplied.** Copies of any evaluative information obtained by PROVIDER during the year, such as, outside evaluation or accreditation will be submitted to COUNTY at the time received.
- D. **Data Gathering.** PROVIDER will cooperate with COUNTY and other providers to define common data elements to be reported to COUNTY to assist in developing baseline data about program delivery, efficiency, and effectiveness.
- E. **Evaluation Compliance.** PROVIDER will comply with all COUNTY requirements regarding program evaluation COUNTY deems required under Wis. Stats. 46.23(6m)(g).
- F. **Quarterly Report.** PROVIDER will report, in a format as required by COUNTY, to COUNTY's designee on a quarterly basis, beginning on May 1. The final report shall be provided on April 1 of the following year. Reports shall include:
1. Information on client waiting lists.
 2. Quantity of services by Agreement/client category.
 3. Progress or problems in achieving Agreement goals and performance outcomes.
 4. Progress or problems associated with overall PROVIDER operations.
 5. Other information as may reasonably be required by COUNTY.
 6. The fourth quarter report will also include a description of:
 - a. Agency and program objectives for that year;
 - b. Achievement of or progress toward those objectives;
 - c. Problems encountered in meeting the objectives.
 7. Reports on services provided in specific geographical areas as identified to PROVIDER by COUNTY.
- G. **Timeliness.** PROVIDER understands that time is of the essence with respect to all reports and agrees to make all reports in a timely manner as provided below, and agrees that if PROVIDER fails to timely submit any report due under the terms of this Agreement, COUNTY may withhold payment until such report is provided, including payment due from either a previous year or the current year.
- H. **Provider.** Understands and acknowledges that all reporting requirements survive the *Expiration Date* of this Agreement.

SECTION E
(Contract Construction and Legal Process)

XXX. CONTRACT CONSTRUCTION AND LEGAL PROCESS.

- A. **Choice of Law.** It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.
- B. **Construction.** This Agreement shall not be construed against the drafter.
- C. **Counterparts.** The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.
- D. **Entire Agreement.** The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. **Execution.** This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.
- F. **Limitation of Agreement.** This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees or subcontractors of either of the parties. Except, where PROVIDER intends to meet its obligations under this or any part of this Agreement through a subcontract with another entity, PROVIDER shall first obtain the written permission of COUNTY; and further, ~~PROVIDER shall ensure that it requires of its subcontractor the same obligations incurred by PROVIDER under this Agreement.~~
- G. **Severability.** The invalidity or un-enforceability of any particular provision of this Agreement shall not affect the other provisions herein, and this Agreement shall be construed, in all respects, as though all such invalid or unenforceable provisions were omitted.
- H. **Venue.** Venue for any legal proceedings shall be in the Dane County Circuit Court.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

Date Signed: 11/17/14

Robert K Newton
Print Name and Title: ROBERT NEWTON
OWNER

Date Signed: _____

Print Name and Title: _____

Registered Agent's Name: _____

Agent's Address: _____

FOR COUNTY:

Date Signed: 11-21-14

Lynn M Green
LYNN M. GREEN, Director of Human Services
(when applicable)

Date Signed: _____

JOE PARISI, County Executive
(when applicable)

Date Signed: _____

SCOTT MCDONELL, County Clerk
(when applicable)

rev. 03/03; 6/18/03; 7/29/03; 8/19/03; 8/21/03; 10/15/03; 9/22/04; 10/05/05; 10/31/06; 9/27/07; 10/03/08; 6/29/09; 9/22/09; 9/7/10; 8/2/11; 9/16/11; 7/11/12; 8/27/13; 6/11/14

Program Summary Form

Created: October 24, 2014	Contract #: 82983	Provider: Robert and LaVonne Newton, dba We Care Transportation
Revised:	Division: Adult Community Services	Funding Period: January 1, 2015 through December 31, 2015

Contract Maximum Service Costs: Subject to the provisions specified elsewhere in this contract, the following summarizes and sets forth the rates and maximum payments available for services under this contract.

Program Number	Program Group	Org. #	Obj. #	Program Name	SPC	# of Clients	# of Slots	Unit Cost	Unit Quantity	County Cost	Other Revenue*	Total Cost	Reporting
a. 4325 ✓	4325	ACDSTWCT	TAWCAA	STS Standard Transportation	107.30	7	0	\$ ✓ 13.13	✓ 2938	\$ ✓ 38,576	\$ -	\$ 38,576	600/610
b. 4326 ✓	4326	ACDSTWCT	TAWSAA	Exceptional Rides - STD	107.30	12	0	\$ ✓ 21.02	✓ 4038	\$ ✓ 84,879	\$ -	\$ 84,879	600/610
c. 4327 ✓	4327	ACDSTWCT	TAWNAA	Exceptional Rides - Non -STD	107.30	1	0	\$ ✓ 31.51	✓ 568	\$ ✓ 17,898	\$ -	\$ 17,898	600/610
d.										\$ -	\$ -	\$ -	
e.										\$ -	\$ -	\$ -	
f.										\$ -	\$ -	\$ -	
g.										\$ -	\$ -	\$ -	
h.										\$ -	\$ -	\$ -	
i.										\$ -	\$ -	\$ -	
j.										\$ -	\$ -	\$ -	
Total										\$ 141,353	\$ -	\$ 141,353	

*Other Revenue-Include here the source and related amount for each program:

Units are defined in Schedule A, "Who to Report" Section of this Contract. Units are projected on previous years experience, adjusted for revisions.

a.	\$ -		
a.	\$ -		
b.	\$ -	usage	Adjust contract based on current
c.	\$ -	usage	Adjust contract based on current
d.	\$ -		
d.	\$ -		
e.	\$ -		
e.	\$ -		
f.	\$ -		
f.	\$ -		
g.	\$ -		
g.	\$ -		
h.	\$ -		
h.	\$ -		
i.	\$ -		
i.	\$ -		
j.	\$ -		
j.	\$ -		

Standard Program Category (SPC) Code Description:

- a.107.3=Specialized Transportation & Escort
- b.107.3=Specialized Transportation & Escort
- c.107.3=Specialized Transportation & Escort

Contract Manager(s)/Programs: Bear
Date Printed: 10/29/14 4:35 PM

Accountant(s)/Programs: Laura Yundt

Schedule A
Robert and LaVonne Newton,
dba We Care Transportation

We Care Transportation
Programs: 4325, 4326, 4327
STS and Exceptional Rides Services

1. Service Description

The service purchased is defined as:

SPC 107.30 Specialized Transportation The provision of services to permit Waiver participants access to destinations in the community to obtain services, use needed community resources, and participate in community life.

STS Standard - routed, group specialized transportation services primarily to adults who are ambulatory and live within the city limits of the municipality where the work or day program is located.

Exceptional Rides Standard-individualized transportation available to those who, due to the exceptional nature of their support, cannot access STS or METRO paratransit group transportation and live within the city limits of the municipality where the work or day program is located.

Exceptional Rides Non Standard - individualized transportation available to those who, due to the exceptional nature of their support, cannot access STS or METRO paratransit group transportation and/or live well outside the city limits of the municipality where the work or day program is located.

STS Service

1. Description of Service to be Purchased: The STS Service provides routed, group specialized transportation services to disabled adults eighteen (18) years of age or older, living in Dane County and attending a work or day program in the Stoughton area.
2. Goals: The goal of this service is to enable persons with disabilities to get to and from work and day services programs in a safe and timely manner.
3. Performance Indicators:
 - 3.1. No more than 3 complaints per month regarding concerns of safety, respect or timeliness.
 - 3.2. Complaints resolved so that 90% of consumers are satisfied with results.
4. Persons to be Served
 - 4.1. Target Population: Persons who attend the MARC Center in Stoughton, who are unable to get to and from these programs by other means. PROVIDER shall have the capacity to serve persons throughout Dane County. Other program destinations may be added by mutual consent of

County and PROVIDER.

- 4.2. Eligibility Guidelines: County will approve individuals for service based on an assessment that this transportation service is consistent with the individual's needs.
- 4.3. Referral/Application Process: Provider agrees to adhere to the authorization procedure which requires COUNTY staff to review a person's need for specialized transportation before approving the person to receive services. An authorization letter will be prepared by County for each person served. Authorizations are required for both Title 19 funded riders and COUNTY funded STS riders.
- 4.4. Capacity/Waiting List: An estimated 7 persons will be served. Provider will increase service capacity as authorized by County. County will be responsible for creating and maintaining any waiting list.

5. Service Methods

5.1. Service Definition:

The provision of transportation and transportation-related supervision to consumers with limited ability to access needed community resources. Service is door to door. Wheelchair accessible vehicles will be provided for all riders who need such accommodation. Service is provided about 250 days per year.

Changes to the number of units purchased under this contract, if any, will be reflected in the Program Summary portion of the contract addendum.

- 5.2. Service Hours/Days: Service is provided Monday through Friday according to a schedule produced annually by County and shared with Provider. Transportation Provider and Day Program Providers agree to use the following as its clients start/finish time allowing 15 minutes on either side of the times for client arrival and departure. Any temporary change in the start/finish time can be dealt with directly by the transportation provider.

MARC Stoughton---8:30-2:45

- 5.3. Each arrival and departure which falls outside the 30 minute window is subject to a 10% reduction in payment at the discretion of County. Reductions in payment for billed services due to failure to meet this standard will be based on documentation supplied to County by consumers, family members, or service agencies or on reports submitted by COUNTY staff. County will notify Provider of the alleged failure to meet the standard. Provider may submit written information regarding the event in question. County's Community Service Manager will determine whether to impose a reduction. Provider may grieve the reduction as permitted under this contract. Reductions will not be imposed for violations caused by inclement weather, accidents, traffic jams, or other events beyond Provider's control.
- 5.4. Length of Service: Persons approved to use the service may continue to do so indefinitely unless the written authorization states an end date or County notifies Provider of an end date.
- 5.5. Service Location: The service shall be provided county-wide, but primarily in South and South-Eastern Dane County in the Stoughton area.

6. Service Termination: Persons approved to use the service may continue to do so indefinitely unless the written authorization states an end date or County notifies Provider of an end date. County and PROVIDER will make every effort to resolve behavioral or other issues that may lead to involuntary termination of riders from STS service. In these cases, at least 14 days notice is required before service is terminated.

7. Who to Report: All COUNTY funded riders shall be reported to County using the DHS 610 format.

One unit of service is defined as a one-way ride for 1 consumer.

8. Other Features and Requirements:

8.1. Ride length for STS passengers shall not exceed 75 minutes for any one-way trip unless prior approval for a longer ride time is given by County. Each one way passenger trip which exceeds the approved ride length will result in a 15% reduction in COUNTY payment for that trip. Reductions in payment for billed services due to failure to meet this standard will be based on documentation supplied to County by consumers, family members, or service agencies or on reports submitted by COUNTY staff. County will notify Provider of the alleged failure to meet the standard. Provider may submit written information regarding the event in question. County's Community Service Manager will determine whether to impose a reduction. Provider may grieve the reduction as permitted under this contract. Reductions will not be imposed for violations caused by inclement weather, accidents, traffic jams, or other events beyond Provider's control.

8.2. Provider has responsibility for billing Title 19 for the payment of eligible riders' transportation costs. This includes obtaining/coordinating documentation for all riders to be funded by Title 19, and for renewing such documentation as needed. County will assist Provider in gathering information from the MARC Center, the documentation necessary for Title 19 billing.

8.3. Provider is expected to notify persons at affected pick-up points and destinations when a vehicle is off schedule by 15 minutes or more.

8.4. Persons not funded by County but attending MARC-Stoughton cannot be incorporated on the STS routes without prior approval of County.

8.5. It is expected that transportation services to locations other than work or day service programs will be coordinated with STS Services. This will permit persons going to community based work sites or community based activities that fit on the STS routes and schedules to ride the STS vehicles.

8.6. Passenger transfers between scheduled routes are permitted if necessary to keep operational costs down. Transfers must be kept to a minimum and COUNTY approval is required for transfer of wheelchair passengers. Passengers may be transferred only once for each one-way trip and travel time must remain at or under 75 minutes unless county approval is given for a longer ride length. Supervision of consumers during transfers is the responsibility of Provider.

8.7. PROVIDER is expected to provide all services in accord with the requirements stated in RFP #113057 and 109040, except where specifically exempted in this Purchase of Services

Agreement. The following are clarifications to the requirements of RFP #109040:

- 8.7.1. Regarding vehicle substitution, Provider will give County a list of vehicles to be used in the STS service including backup units. If conditions require the use of any vehicle not listed, Provider will notify County not later than the day of the substitution.
 - 8.7.2. Regarding operator driving records, up to one time per year, if County requests, Provider will submit operator driving records to County.
 - 8.7.3. It is agreed that no trip verification tickets will be implemented for the STS service.
- 8.8. COUNTY staff and PROVIDER agree to meet quarterly to review program performance and problems encountered in meeting goals and to discuss methods of improving service efficiency, including coordination of program schedules. Consumers, service providers and other interested parties may participate in these meetings to provide feedback and ideas for increasing the effectiveness of the service.

Exceptional Rides

1. Description of Service to be Purchased: "Exceptional Rides" is a last resort service which is available to individuals residing in the areas of Dane County not served by the STS routed service and in the areas of Dane County not served by Madison's METRO Paratransit transportation service and to those residing in the METRO Paratransit service area for those trips which extend beyond the METRO Paratransit Service Area. This service is also available to those who, due to the exceptional nature of their support, cannot access STS or METRO Paratransit group transportation.
2. Goal: The goal of this service is to provide accessible, individualized transportation for older persons and persons with disabilities who have no other transportation resources available.
3. Performance Indicators:
 - 3.1. No more than 1 complaint per month regarding concerns of safety, respect or timeliness.
 - 3.2. Complaints resolved so that 90% of consumers are satisfied with results.
4. Persons to be Served:
 - 4.1. Eligibility Guidelines: County will approve individuals for service based on an assessment that this transportation service is consistent with the individual's needs.
 - 4.2. Referral/Application Process: In order to receive "Exceptional Rides" services, authorization for this service must be given by the designated staff member at County.
 - 4.2.1. The contracted provider agency cannot serve the person until they receive written authorization from County.
 - 4.2.2. Once authorized, it is the transportation provider's responsibility to schedule and work out ride arrangements with the authorized service user. The authorization letter for each authorized service user states the maximum number of one-way trips per week or per month approved for that consumer.

4.2.3. It is expected that 100% of the authorized level of trip requests of approved riders will be provided on a timely basis. Standing reservations are permitted.

4.3. Capacity/Waiting List: An estimated 11 persons will be served monthly. Provider will increase service capacity as authorized by County. County will be responsible for creating and maintaining any waiting list.

5. Service Methods:

5.1. Service Definition: Exceptional Rides services are available to the elderly and individuals with developmental disabilities residing in the areas of Dane County not served by STS routed transportation specifically, persons shall be considered eligible to use "Exceptional Rides" if:

5.1.1. They have no other alternative source of either public or private transportation. This means they do not have alternative transportation such as their own car, a relative or neighbor who could give them a ride, access to a commuter bus service, or other specialized transportation services available to them which could meet their needs; and

5.1.2 They have a developmental disability and their disability results in them having limited mobility. This limitation could be to the extent that they require human assistance or a mechanical device (ex. wheelchair, crutches, walker) to get around or are unable to perform many of the functions connected with the use of other means of transportation.

6. Service Hours/Days:

Service hours for Exceptional Rides are:

6.1.1. 6:30 a.m. to 6:30 p.m. Monday through Friday

6.1.2. Provider may provide trips beyond these hours. If Provider has difficulty providing trips beyond the above stated service hours, then County and PROVIDER will negotiate whether or not specific requests can be met within the scope of Exceptional Rides service.

6.2. Length of Service: Persons approved to use the service may continue to do so indefinitely unless the written authorization states an end date or County notifies Provider of an end date.

6.3. Service Location: Service is provided county wide, except that Exceptional Rides shall not duplicate Madison Metro's Paratransit service.

7. Transportation: This entire contract addresses transportation services.

8. Service Termination: Persons approved to use the service may continue to do so indefinitely unless the written authorization states an end date or County notifies Provider of an end date. County and PROVIDER will make every effort to resolve behavioral or other issues that may lead to involuntary termination of riders from STS or Exceptional Rides service. In these cases, at least 14 days notice is required before service is terminated.

9. Who to Report: All COUNTY funded riders shall be reported monthly to County on 610 forms.

One unit of service is defined as a one-way ride for 1 consumer.

10. Other Features and Requirements:

10.1. Trips for the following purposes should be given preference in scheduling: Employment and volunteer related trips, education and training related trips, and medical trips. As time and

space are available, trips for the following purposes will be accommodated: Personal business and social or recreational activities.

- 10.2. If someone is on Medical Assistance, they are not eligible to receive a medical trip from the Exceptional Rides program.

Other Features Which Apply to STS and Exceptional Rides services

1. It is PROVIDER's responsibility to assure that all vehicles used to provide service are in good operating condition and meet all standard safety equipment specifications required by law, being equipped with first aid, emergency equipment and adequate restraining devices for transporting persons in wheelchairs.
2. PROVIDER screening practices for drivers on all COUNTY funded services shall include at least the following:
 - 2.1. A criminal history search from the records of the Wisconsin Department of Justice (when the subject recently resided in a different state, the search must also include that state) and;
 - 2.2. A search of the Caregiver Registry maintained by the Wisconsin Department of Health and Family Services; and,
 - 2.3. Drug and alcohol testing in compliance with the Wisconsin Department of Transportation requirements, and
 - 2.4. Driver Record Checks through the Wisconsin Department of Transportation, and
 - 2.5. A medical examination by a physician, and
 - 2.6. Background/Reference Checks regarding previous employment
 - 2.7. The above shall be preformed at least every four years.
3. Provider's driver orientation program for COUNTY funded services shall include Passenger Assistance Techniques, First Aid, CPR, Defensive Driving, Sensitivity Training, Abuse/Neglect, Street Network Training, and behind the wheel instructions. Provider and COUNTY agree to periodically arrange training sessions that relate to the special needs of county funded riders.
4. It is understood that some riders may present behavioral problems from time to time. When behavior problems arise, PROVIDER agrees to work with County and other agencies to develop skills and techniques among PROVIDER'S staff to deal with behavioral problems. PROVIDER and COUNTY agree to review the process for keeping PROVIDER's staff informed of the special needs of individual riders and, as necessary, to take steps to improve the process.
5. PROVIDER agrees to assign a staff person to regularly attend and actively participate in discussions around increased coordination for all Dane County specialized transportation services as well as to review program performance and problems encountered in meeting goals. Consumers, service PROVIDERS and interested parties may participate in these meetings to provide feedback and ideas for increasing the effectiveness of service. PROVIDER will also participate with the STS Advisory Committee developed to provide input to PROVIDER and COUNTY regarding services funded through this contract.
6. PROVIDER may not subcontract with other PROVIDERs unless prior approval by County is granted.

7. PROVIDER is responsible for meeting any Adults at Risk reporting obligations it has pursuant to Wisconsin Statutes Chapters 46 and 55. Upon request of County, PROVIDER will assist County in investigating Adults at Risk referrals received by County regarding the consumers, age 18 – 59, whom PROVIDER serves. In some situations, County will assign a lead investigator and request that PROVIDER assist in the investigation. In other situations, County will assign PROVIDER as the lead investigator, with consultation available from County Contract Manager or designee and County's Adult Protective Services Unit.
8. PROVIDER shall develop and implement a comprehensive abuse and neglect policy for adults with developmental disabilities which will include training, prevention, investigation and reporting. This policy will comply with the DANE COUNTY POLICY ON ABUSE/NEGLECT FOR PERSONS WITH INTELLECTUAL AND DEVELOPMENTAL DISABILITIES which is available from the Dane County Adult Community Services, Developmental Disabilities Section.

In addition, PROVIDER should develop and implement a Passenger Interaction Policy that clearly defines acceptable conduct between drivers and passengers and prohibits sexual contact, dating, or inappropriate touch.

- 8.1. Any individual employed by PROVIDER having reasonable cause to suspect that an adult seen in the course of professional duties has been abused or neglected or having reason to believe that an adult seen in the course of professional duties has been threatened with abuse or neglect and that abuse or neglect of the adult will occur shall make a report in accordance with the DANE COUNTY POLICY ON ABUSE/NEGLECT FOR PERSONS WITH INTELLECTUAL AND DEVELOPMENTAL DISABILITIES. No person making a report under this Special Feature may be discharged from employment for so doing. For required reporting on children, see Wisconsin Statute 48.981.
- 8.2. PROVIDER will have a written description of its process for resolving complaints raised by consumers, family members, and staff of other agencies. PROVIDER will notify consumers, family members, and staff of other agencies of this process. PROVIDER will submit quarterly reports to County summarizing all complaints and how they were resolved. These quarterly reports are due by April 15, July 15, October 15, and January 15, of the following year.
- 8.3. PROVIDER will submit to County quarterly reports listing all injuries and accidents involving COUNTY funded services. These reports are due by April 15, July 15, October 15, and January 15, of the following year.
- 8.4. Because of the nature of transportation programs wherein clients do not typically access PROVIDER offices, Contract provision XII.C. Client Grievance Procedure, posting of the Grievance Procedure is waived.
9. PROVIDER will cooperate with COUNTY efforts to better coordinate transportation for elderly persons, low income persons and persons with disabilities. This may include, but not be limited to, having persons from one target population ride on vehicles and services originally designed for another population group. For example, older persons may be permitted to ride on the STS Service

to and from Madison or low income persons may be permitted to utilize grocery shopping routes currently reserved for older persons.

10. All clients have a COUNTY Case Manager or Support Broker, and the following will apply:

10.1. COUNTY Case Manager or Support Broker and PROVIDER will work together to ensure that any transportation concerns are addressed at the yearly COUNTY service plan meeting and agency staffings or reviews.

10.2. PROVIDER will keep COUNTY Case Manager or Support Broker informed of all major transportation-related developments and generate reports regarding a client, as needed.

11. PROVIDER shall assist COUNTY in implementing the mission of the Aging and Disability Resource Center of Dane County (ADRC). When relevant PROVIDER shall:

11.1 Refer individuals seeking for information on adult services and long term care options to the ADRC;

11.2 Cooperate with ADRC staff in developing referral protocols, memorandum of understanding and other areas related to the ADRC's mission; and

11.3 Assist in updating ADRC data bases when requested

12. ~~PROVIDER and COUNTY agree that during the terms of this schedule, this schedule may be re-negotiated to address changes in individual utilization, service delivery, or other provisions required by law, policy or funding sources.~~

ROBERT NEWTON AND LAVONNE NEWTON
DBA WE CARE TRANSPORTATION
2015 SCHEDULE B – FISCAL
PROGRAMS 4325, 4326 & 4327

1. Units of service shall be reported monthly in a format provided by the COUNTY.
2. On a per program basis, final settlement shall be based on units of service times the unit rate not to exceed the contract program amount except, COUNTY may, at its discretion, allow transfers between programs to cover actual costs (i.e., units times unit rate).

October 2014

Program Summary Form

Created: 1/1/2015	Contract #: 82983	Provider: Robert and LaVonne Newton, dba We Care Transportation
Revised:	Division: Adult Community Services	Funding Period: January 1, 2015 - December 31, 2015

Contract Maximum Service Costs: Subject to the provisions specified elsewhere in this contract, the following summarizes and sets forth the rates and maximum payments available for services under this contract.

Program Number	Program Group	MUNIS		Program Name	SPC	# of Clients	# of Slots	Unit Cost	Unit Quantity	County Cost	Other Revenue*	Total Cost	Reporting
		Org.	Obj.										
a. 9174	9174	ACBSTWCT	TACWAA	Care WI Group Rides	107.3			✓ 12.34	✓ 6,483	\$ ✓ 80,000		\$ 80,000	
b.													
c.													
d.													
e.													
f.													
g.													
h.													
i.													
j.													
Total										\$ ✓ 80,000	\$ -	\$ 80,000	

The section below is to be used to further define the information above.

*Other Revenue-Include here the source and related amount for each program:

a.	One Unit is one quarter-hour of passenger service. Restricted Revenue: None.	
b.	✓	
c.		
d.		
e.		
f.		
g.		
h.		
i.		
j.		

Standard Program Category (SPC) Code Description:

a. Specialized Transportation	c.	e.	g.	j.
b.	d.	f.	h.	k.

Contract Manager(s)/Programs: Norah Cashin

Accountant(s)/Programs: Laura Yundt

2015 SCHEDULE A
Robert and LaVonne Newton, dba as
WE CARE TRANSPORTATION, INC.
CARE WISCONSIN GROUP RIDES TRANSPORTATION SERVICES
Transportation – Elderly and Disabled

Service Description

The service purchased is defined as follows:

SPC 107.3 Specialized Transportation and Escort

The provision of transportation to the elderly, handicapped, or other persons with limited ability to access needed community resources (other than human services). Limited to that transportation which assists in improving a person's general mobility and ability to perform daily tasks independently. A unit is defined as one hour of passenger service.

This contract is established to purchase transportation services under the Partnership Access to Catholic Charities (PACC) Program from Transit Solutions, Inc. for older adults and persons with disabilities who reside in the Metro Transit service Area and Monona.

Purpose of Service

Trips are provided to designated locations, including adult daycare centers.

Target Population and Eligible Passengers

Passengers to be served are older adults age 60 and persons with disabilities. Passenger for adult daycare trips must be individually approved by the COUNTY contract manager.

Service Area

For daycare trips, passengers originate throughout the Metro Transit service area and Monona.

Service Specifications

- a. Ride arrangements: Rides to adult daycare are approved and referred to the Contractor by the County contract manager. Cancellations are made directly to the Contractor by the rider or the day center staff.
- b. Service Scheduling: The Department of Human Services sets service boundaries, approves trip destinations and service schedules, and creates capacity and waiting list policies. The Contractor is responsible for daily routing and scheduling.

Ride Scheduling and Routing

- a. Adult daycare trips: The Contractor shall establish routes for the adult daycare vehicles within the capacity limits set by the County. The Contractor shall provide specific individual daily schedules for pickup and drop-off to each passenger. Center staff shall have a copy of all passengers' a.m. and p.m. pickup and drop-off times.
- b. The Contractor will make reasonable attempts to accommodate requests for occasional schedule changes.

Passenger Assistance

- a. Drivers will provide passengers with door-to-door assistance. Drivers will go to the door to announce their arrival (e.g., face-to-face or intercom). Honking at the curb will not be accepted as sufficient notification of arrival.

- b. Drivers will provide assistance which will ensure the passengers' safe passage to and from the door of their origin or destination, and to and from the vehicle seat. Assistance is required for curbs and stairs to a maximum of 3 stairs at any origin or destination. In cases where the rider states that she/he does not require assistance, the driver shall still attend sufficiently to the rider's progress to ensure the passenger's safe passage.
- c. Attendants and service animals may ride with the registered passenger.

Fare Collection

- a. Fares are not collected by the Contractor.

Performance Standards

- a. The maximum amount of travel time for each passenger is 60 minutes per one-way trip. Any variation from this standard, except in emergencies, must be approved by the Department of Human Services prior to provision of the service.
- b. Schedule adherence is defined as 95% of passengers picked up and dropped off within 15 minutes and 100% within 30 minutes of scheduled pick-up and drop-off time.
- c. The standard for service provision shall be not more than .02% missed trips, defined as scheduled rides where the Contractor failed to show up to pick up the passenger; and not more than 0.1% of passengers dropped off at an incorrect address.
- d. Safety standards shall be defined as more than 25,000 miles per non-injury accident and 60,000 miles per injury accident.
- e. Passenger safety standards shall be 100% of wheelchair passengers properly secured according to the current Code of Federal Regulations.
- f. Maintenance standards shall be defined as more than 4,500 miles per road call. A road call shall mean mechanical vehicle failure requiring a mechanic to inspect or repair the vehicle while still in service.
- g. Failure to attain these standards (a-f) in any given month will result in a one-percent reduction in the monthly compensation for each standard not met. Failure to attain one standard for four months in a row or four standards in any given month will be consideration for default of this contract. Performance standards may be waived by the County in emergency situations such as inclement weather.

Other Service Standards

Service issues such as rude operators or personnel, inadequate passenger assistance, unsafe or uncomfortable vehicle conditions, or other circumstances or behaviors which have a substantial adverse effect on the passengers will be negotiated between the County and the Contractor so as to achieve an agreement consistent with satisfactory performance. Repeated failure to adequately resolve such service problems in any given month will be consideration for financial penalty not to exceed 5% of monthly compensation.

Operators

- a. The Contractor will recruit, hire, train, and supervise the drivers who are to operate this service. These operators will be employees or agents of the Contractor, not the County, and will not act as, or represent themselves as, employees or agents of the County.
- b. The Contractor is responsible for paying these operators' wages and benefits. Wages shall be in accordance with the Dane County Living Wage Ordinance.

- c. The Contractor is responsible for the accuracy of any vouchers, billings, manifests, logs, or invoices submitted by operators pursuant to this Contract, including errors which result in over-billings.
- d. Operators engaged in commercial driving will be required to possess a valid driver's license. All operators performing transportation services for this Project will be individually licensed by the City of Madison in accordance with the Madison General Ordinances Section 11.06 to perform public passenger paratransit services, or possess all of the following: a documented State of Wisconsin Department of Justice criminal background check, a documented national criminal background check, a driving abstract from the Wisconsin Department of Transportation, and sensitivity training as coordinated by local transportation companies.
- e. The Contractor shall be responsible for monitoring operators' driver's licenses and permits to ensure that all operators providing services under this Contract possess the appropriate licenses and permits.
- f. The Contractor agrees to comply with all Wisconsin Department of Transportation drug and alcohol testing requirements applicable to any operators providing service under this Contract and with the provisions of the Madison Metro Transit System's Drug and Alcohol Abuse policy and testing procedures. Cost of compliance with said requirements are the responsibility of the Contractor.
- g. The Contractor must provide driver training for each operator providing services under this Contract. Minimum training must include defensive driving techniques, first aid including current standards of cardiopulmonary resuscitation (CPR), proper use of restraint systems and securement devices, emergency procedures during the transport of passengers, and sensitivity training for working with elderly and disabled passengers.
- h. The Contractor shall supply the County with operator driving records upon request. Nothing in Section 9 of this contract related to Affirmative Action shall affect the County's right to refuse to permit a particular operator to drive for services covered by this contract, if the County determines that the operator is unacceptable to the County for reasons including, but not limited to, the following:
 - Involvement in more than two accidents in any 12 month period, whether on or off duty;
 - Operating a vehicle under the influence of, or the use of, a controlled substance or alcohol while on duty;
 - permitting unauthorized persons to perform operating duties;
 - Conviction of any of the following:
 - a) more than two moving violations in any two year period (please note: this relates to conviction, as opposed to involvement, covered above);
 - b) operating a motor vehicle under the influence of an intoxicant or a controlled substance or under the influence of any other drug, or operating with a prohibited alcohol concentration;
 - c) violence to a person or animal, theft or embezzlement, or any felony, misdemeanor, or other offense, the circumstances of which relate to vehicle operation, service provision or working with vulnerable persons..
- i. The Contractor will perform a criminal conviction records check on all new employees prior to their employment in connection with all of these contracted services. The Contractor shall supply the County with these records upon request. Nothing in Section 9 of this contract related to Affirmative Action shall affect the County's right to refuse to permit a particular operator to drive for services covered by this contract, if the County determines that the operator is unacceptable to the County.

Vehicles

- a. The Contractor shall have access to a sufficient number and capacity of scheduled and back-up vehicles to ensure service for both ambulatory and non-ambulatory (wheelchair) passengers, within 15 minutes of the scheduled pick-up and drop-off times.
- b. The Contractor shall provide vehicles of sufficient capacity to accommodate scheduled passengers. In each

case of vehicle breakdown, the Contractor may only invoice for one replacement vehicle.

- c. Replacement vehicles must be provided within 30 minutes of the scheduled pick-up or drop-off time. The Contractor must have access to sufficient back-up vehicles to provide adequately for preventive and repair maintenance and vehicle breakdowns.
- d. All vehicles used for this Project shall have a vehicle permit issued in accordance with the provisions of Section 11.06 of the City of Madison General Ordinances, or a current Certificate of Inspection by the State Patrol in compliance with Wisconsin State Department of Transportation Administrative Rule Chapter TRANS 301.
- e. The contractor shall comply with all applicable mobility and accessibility requirements in the current Code of Federal Regulations.
- f. The Contractor's vehicle seats shall comfortably accommodate adults and each bus or van-type vehicle must have adequate aisle space to allow for passenger movements. Adequate space shall be provided in each vehicle for the storage of passenger packages, walkers, canes, and folding wheelchairs, if necessary. Use of yellow school buses is not permitted in services covered by this contract.
- g. Every vehicle must have a 100% operating heating and air conditioning system.
- h. Every vehicle must have 100% operative radio or telephone communication capable of immediate communication with a base dispatch center. The dispatch center shall have 100% operative radio or communications equipment capable of immediate communication with all vehicles in service at all times. If cellular phones are used for communications, all vehicle phones must have a push-to-talk communications feature which enables immediate contact with dispatch.
- i. The Contractor will provide storage and maintenance space for its vehicles. The Contractor will supply tires, fuel, tools, and spare parts, and will maintain the vehicles in good working order through a program of prompt repair and routine maintenance. Vehicles shall be maintained in a safe and sanitary manner. The Contractor will keep the vehicles clean through a program of daily cleaning of the interior and at least quarterly major cleaning.
- j. The Contractor shall maintain accurate vehicle maintenance records and shall provide copies of these records to the County upon request.
- k. The County reserves the right to inspect vehicles utilized by the Contractor for services covered by this contract. The Contractor shall keep complete vehicle maintenance records, including both routine maintenance and repairs. The County reserves the right to inspect vehicle maintenance records, and Wisconsin State Patrol vehicle inspection records during normal working hours with 24 hours notice, and to require the removal from service of any revenue vehicle not in compliance with the standards set forth herein.

Customer Satisfaction

- a. The Contractor will immediately forward to the County contract manager a copy of all complaints which it may have received directly concerning this service, and any resolution of them. It is the policy of the Dane County Department of Human Services first to encourage consumers to discuss their complaint with the Contractor. If this does not resolve the problem to the satisfaction of the consumer, the Department will receive complaints from riders on services operated under this contract. Customer complaints which the County deems appropriate for response will be forwarded to the Contractor. The Contractor is required to respond orally or in writing within five business days to all rider complaints received from the Department of Human Services or its contracted service provider(s). The Contractor shall notify the Department of Human Services of its response and its corrective action, if applicable, within five business days of resolution of complaint.
- b. Dane County Department of Human Services reserves the right to occasionally conduct observation rides on any of the routes covered by this contract for the purpose of assessing quality of service. Such observation

rides may be conducted without notification to the Contractor.

- c) Dane County Department of Human Services reserves the right to perform a consumer satisfaction and service efficiency survey. The Department of Human Services will notify the Contractor within ninety (90) days of any change in the Contractor's responsibility related to this survey. The Contractor will cooperate with implementation of this survey.

Reporting

- a) The Contractor shall report within 24 hours in writing to the Department of Human Services all accidents; all passenger injuries; all police contact; any occasion in which a scheduled passenger cannot be found for a return trip; any medical problems occurring en route which require emergency medical attention; all illegal activity, inappropriate behavior; or any other problem or event which affects or could affect the physical well-being of a passenger. For some trips, such as adult daycare trips, the County contract manager will supply additional party(ies) to whom such reports must be made. This list will be supplied to the Contractor prior to the start of the Contract.
- b) The Contractor shall report in writing to the County contract manager within 5 (five) working days all passenger loading problems, repeated passenger lateness or failure to load or other problems which affect the quality of service for other riders, or which increase the cost of the service.
- c) The Contractor shall complete all vehicle and passenger data reports requested by the Department of Human Services. Report formats will be provided to the Contractor.

ROBERT NEWTON AND LAVONNE NEWTON
DBA WE CARE TRANSPORTATION
2015 SCHEDULE B – FISCAL
PROGRAM # 9174

1. Units of service shall be reported monthly in a format provided by the COUNTY.
2. Final settlement shall be based on units of service times the unit rate not to exceed the contract program amount except, COUNTY may, at its discretion, allow transfers between programs to cover actual costs (i.e., units times unit rate).

October 2014

SCHEDULE C REPORTING REQUIREMENTS

The Agreement requires some reports to be filed upon request and other reports to be filed at a particular time. The following reports have specific due dates as provided below:

REPORT	WHERE SUBMITTED	DUE DATE
Affirmative Action Plan (Unless PROVIDER is exempt.)	Contract Compliance Officer Office of Equal Opportunity 210 Martin Luther King, Jr. Blvd. Rm. 421 Madison, WI 53703	January 15, 2015 (15 days after Agreement effective date.)
Civil Rights Compliance Plan (Unless PROVIDER is exempt.)	Contract Compliance Officer Office of Equal Opportunity 210 Martin Luther King, Jr. Blvd. Rm. 421 Madison, WI 53703	On or before the effective date of the Agreement.
NLRB or WERC complaints or findings that PROVIDER has violated labor standards.	Contract Compliance Officer Office of Equal Opportunity 210 Martin Luther King, Jr. Blvd. Rm. 421 Madison, WI 53703	Within 10 days of complaint or findings.
Certificate of Insurance listing Dane County as additional insured.	Dane County Department of Human Services Contract Coordination Assistant 1202 Northport Dr. Madison, WI 53704	At the time the Agreement is signed.
Living Wage Survey	Dane County Department of Human Services Program Analyst 1202 Northport Dr. Madison, WI 53704	June 15, 2015
Certification of Compliance with Dane County's Living Wage Ordinance.	Dane County Department of Human Services Contract Coordination Assistant 1202 Northport Dr. Madison, WI 53704	March 24, 2015
Program Budget and Supporting Personnel Schedule (Unless PROVIDER is exempt.)	Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704	February 25, 2015 (56 days after Agreement effective date.) Final Revisions due January 25, 2016
Quarterly Expense Reports (Unless PROVIDER is exempt.)	Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704	April 25, July 25, and October 25, 2015; and January 25, 2016
Annual Audit (Unless PROVIDER is exempt.)	Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704	June 30, 2016, or 180 days after the end of PROVIDER's fiscal year.
Notice of Financial Instability	Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704	Upon triggering event occurring that requires notice.
Client Registration/Client Services Reports.	Client Registration is faxed to 242-6288. Client Services Reports are submitted electronically to your assigned keyer.	February 10, March 10, April 10, May 10, June 10, July 10, August 10, September 10, October 10, November 10, December 10, 2015 and January 5, 2016
Quarterly Client Services Reports	County Designee	May 1, 2015, August 1, 2015, November 1, 2015 and final quarter due April 1, 2016
Certification of Compliance with Dane County's Equal Benefits Requirement	Dane County Department of Human Services Ground Floor 1202 Northport Dr. Madison, WI 53704	December 31, 2015