

This contract is between RACINE COUNTY HUMAN SERVICES DEPARTMENT (HSD) whose business address is 1717 Taylor Avenue, Racine, Wisconsin 53403, hereinafter referred to as Purchaser, and KTOWN TRANSPORTATION INC., whose principal business address is 6946 46<sup>th</sup> Street, Kenosha, Wisconsin 53144, hereinafter referred to as Provider. This contract is to be effective for the period January 1, 2016 through December 31, 2016.

The Provider employee responsible for day-to-day administration of this contract will be Lynda Orsburn, whose business address is 6946 46<sup>th</sup> Street, Kenosha, Wisconsin 53144, e-mail address ktowntransportation@hotmail.com. In the event that the administrator is unable to administer this contract, Provider will contact Purchaser and designate a new administrator.

The Purchaser employee responsible for day-to-day administration of this contract will be Mary Perman, (262) 638-6650, e-mail [Mary.Perman@goracine.org](mailto:Mary.Perman@goracine.org), whose business address is 1717 Taylor Avenue, Racine, Wisconsin 53403. In the event that the administrator is unable to administer this contract, Purchaser will contact Provider and designate a new administrator.

This contract becomes null and void if the time between the Purchaser's authorized signature and the Provider's authorized signature exceeds sixty days.

(signed) *Lynda Orsburn* PROVIDER'S AUTHORIZED REPRESENTATIVE 12-28-15 DATE

(signed) *Jeanette Deloach* COUNTY EXECUTIVE 01-18-16 DATE

(signed) *Nancy M. Christensen* COUNTY CLERK 1/19/16 DATE

(signed) \_\_\_\_\_ COUNTY BOARD CHAIRPERSON \_\_\_\_\_ DATE

(Two Purchasers' signatures required for fully executed agreement.)

CERTIFIED TO BE CORRECT AS TO FORM  
By *[Signature]*  
Racine County Corporation Counsel  
1.13.16  
Date

REVIEWED BY FINANCE DIRECTOR  
*Alexandra Tillmann*  
Signature  
1/6/16  
Date

This agreement (including the Exhibits) and the Racine County Human Services *Contract Administration Manual* (revised August 2006), which is incorporated herein by references as if set forth in full, constitute the entire agreement of the parties and supersedes any prior understandings, agreements, or contracts in regard to the subject matter contained herein. This agreement may be amended in accordance with the Racine County *Contract Administration Manual*.

I. CERTIFICATION OF SERVICES

- A. Provider agrees to meet the program standards as expressed by State, Federal and County laws, rules, and regulations applicable to the services covered by this agreement. If the Provider obtains services for any part of this Agreement from another subcontractor, the Provider remains responsible for fulfillment of the terms and conditions of the contract. Provider shall give prior written notification of such subcontractor to the Purchaser for approval.
- B. Provider agrees to notify Purchaser immediately whenever it is unable to comply with the applicable State, Federal and County laws, rules and regulations. Non-compliance will result in termination of Purchaser's obligation to purchase those services.
- C. Provider agrees to comply with all applicable state certification and licensing requirements as well as state, local and municipal zoning laws and ordinances when applicable. The contract agency must provide copies of the current license certification and transmittal letter from the Department of Health and Family Services.
- D. The authorized official signing for the Provider certifies to the best of his or her knowledge and belief that the Provider defined as the primary participant in accordance with 45 CFR Part 76, and its principles:
  - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
  - 2. Have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
  - 3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
  - 4. Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be included with the signed contract.

The Provider agrees that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, In-eligibility, and Voluntary Exclusion-Lower Tier Covered Transaction." Appendix B to 45 CFR Part 76 in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions.

- E. Provider agrees to follow the requirements of Administrative Code HFS 12, and Wisconsin Statute 48.685 and 50.065 regarding Caregiver Background Checks. Provider agrees to cooperate with Purchaser to implement Caregiver Background Checks, if Provider is licensed

by, or certified by Purchaser. If Provider is licensed by, or certified by, the State of Wisconsin, and is required by ss 48.685 and 50.685 to perform Caregiver Background Checks, Provider will maintain the appropriate records showing compliance with the law and the Administrative Code HFS 12.

- F. Provider agrees to cooperate in site reviews and to take such action as prescribed by the Purchaser to correct any identified noncompliance with Federal, State and County laws, rules, and regulations.

## II. RECORDS

- A. Provider shall maintain records as required by State and Federal laws, rules and regulations.
- B. All records of treatments provided by Provider to clients are property of the Provider, but are subject to disclosure to Purchaser, as allowed by State and Federal laws, rules and regulations on disclosure of patient treatment records. Provider will permit inspection and/or copying of patient and program records by representatives of the Purchaser and by representatives of the Department of Health and Family Services. Duly authorized representatives of Purchaser shall have the right to review records relating to clinical goals and to the client's treatment progress. The parties agree to comply with State and Federal laws, rules and regulations relating to confidentiality of records.
- C. The use or disclosure by any party of any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's and Purchaser's responsibilities under this contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
- D. In the event that the Provider meets the criteria of a qualified service organization as defined in 42 CFR § 2.11, the Provider acknowledges that in receiving, storing, processing, or otherwise dealing with any patient records, it is fully bound by 42 CFR § 2 et. Seq. and if necessary, will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 CFR § 2 et. Seq. However, the parties further agree that pursuant to 42 CFR § 2.12 (c) (4) that the restrictions on disclosure in 42 CFR § et. Seq. do not apply to communications between the Racine County Section 51.42 board and the Provider regarding information needed by the Provider to provide services to the Racine County 51.42 board.
- E. Provider shall assist the Purchaser in meeting any obligations under the Public Records Law.

## III. REPORTING

- A. Provider shall submit all required evaluation reports within the time frames identified in this contract. Failure to submit required reports according to identified time frames will result in Purchaser withholding payments until the reports are received by Purchaser. Provider may seek an extension if it is determined the delay is a result of circumstances beyond Provider's control. Additional reporting may be required for programs funded with federal or state grant money, or other designated fund sources.
- B. If notified by Purchaser, Provider will submit a report by the 10<sup>th</sup> day of the following month showing authorized clients and units provided.

## IV. FISCAL RESPONSIBILITIES

- A. Charge no more than 10% for management and general expenses as defined in proposal application. The 10% costs can be computed on program expenses only.

- B. Charge no greater amount than defined in proposal application for profit which will be computed as per the Allowable Cost Policy (private for-profit provider).
- C. Provider agrees to adhere to the guidelines of the DHS or DCF *Allowable Cost Policies Manual*, Office of Management and Budget Circular A122 or A102, and the fiscal requirements of the *Contract Administration Manual*, Racine County Human Services Department.
- D. In accordance with s.s.46.036, each vendor agency must provide an annual audit to the county agency, unless the audit requirement is waived by the Department. The standards for the vendor agency annual audits vary by type of agency and amount of Federal funds received as shown below.
  - 1. Non-Profit Agencies and Institutions: audits must be completed pursuant to the *Provider Agency Audit Guide* or DHS Audit Guide and, if the vendor expends more than \$500,000 annually in Federal financial assistance, to OMB Circular A-133. See OMB Circular A-133 for the distinction between vendors and subrecipients.
  - 2. For Profit Agencies: audits must be completed pursuant to the purchase contract language, the Department's *Provider Agency Audit Guide* or *DHS Audit Guide* and current DHS or DCF Purchase of Service Instructions.
  - 3. Governmental Units: audits must be completed pursuant to the *State Single Audit Guidelines* and appendices and, if the governmental unit expends more than \$500,000 annually in federal financial assistance, to federal OMB Circular A-133.
- E. Maintain a uniform double entry accounting system and a management information system compatible with cost accounting and control systems. (See DHS or DCF *Allowable Costs Policy Manual*.)
- F. Transfer a client from category of care or service to another only with the approval of the Purchaser.
- G. Audits shall be due no later than June 30 following the end of the contract period, or in the case of a termination of the contract during the contract period, 120 days after effective date of termination. Audits which are not in compliance will be returned for corrective action by Provider agency, at the expense of the Provider agency. Noncompliance may result in nonpayment of current contracted services and termination of current contract.
- H. Submit a written request to Racine County to expend any reserve amounts. The request must be submitted no later than 30 days after receipt of the audit. The request for expenditure of reserve amounts must specify the proposed purpose of utilizing the reserve amount. Reserve amounts not approved by HSD will be refunded to Racine County.
- I. Upon completion of the audit review by Purchaser, if Provider received funds in excess of actual allowable costs or actual unit costs, or if Purchaser has identified disallowed costs, Provider shall refund excess monies to Purchaser at the time of audit submission as per Section IV G. If Provider fails to return funds paid in excess and fails to request expenditure of any reserve amount or is denied the request to expend any reserve amount, Purchaser shall recover the money from subsequent payments made to Provider or Purchaser can use any other remedy provided by law.
- J. If the Provider requests an advance payment in excess of \$10,000.00, the Provider agrees to supply a surety bond per s. 46.036(3)(f) Wis. Stats. The surety bond must be an amount equal to the amount of the advance payment Provider has requested.

V. INDEMNITY AND INSURANCE

- A. To the fullest extent permitted by law, the Provider agrees to indemnify and hold harmless the Purchaser, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage (including costs of investigation and attorney's fees), which arise out of or are connected with the services hereunder, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission or other fault of the Provider or any subcontractor of the Provider, or any officer, employee or agent of the subcontractor of the Provider, or any other person for whom Provider is responsible. The Provider shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Provider's indemnification obligation shall not be construed to extend to any injury, loss, or damage that is caused by the act, omission, or other fault of the Purchaser. Provider shall immediately notify Purchaser of any injury or death of any person or property damage on Purchaser's premises or any legal action taken against Provider as a result of any said injury or damage.
  
- B. Provider shall at all times during the terms of this Contract keep in force a liability insurance policy issued by a company authorized to do business in Wisconsin and licensed by the State of Wisconsin Office of the Commissioner of Insurance in an amount deemed acceptable by Purchaser. Upon the execution of this Contract and at any other time if requested by Purchaser, Provider shall furnish Purchaser with written verification of the existence of such insurance. In the event of any action, suit, or proceedings against Purchaser upon any matter herein indemnified against, Purchaser shall, within five working days, cause notice in writing thereof to be given to Provider by certified mail, addressed to its post office address.
  
- C. The Provider shall maintain at its own expense and provide Purchaser with Certificates of Insurance that provide the following coverage:
  - 1. Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
  
  - 2. Maintain general liability coverage including personal injury and property damage against any claim (s), which might occur in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for each occurrence for bodily injury and property damage including product liability and completed operations and three million dollars (\$3,000,000) in the aggregate. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) for each occurrence combined single limit for automobile liability and property damage and three million dollars (\$3,000,000) in the aggregate.
  
- D. Racine County, and its officers and employees shall be named as additional insureds on Provider's general liability insurance policy for actions and/or omissions performed pursuant to this contract. All coverage enumerated above must be placed with an insurance carrier with an AM Best Rating of A-VIII or greater. Purchaser shall receive a 30-day notice of cancellation of any policy. A copy of Certificate of Insurance and the referenced policies shall be mailed to Purchaser within 60 days of the beginning of this contract.

VI. ELIGIBILITY STANDARDS

- A. Provider and Purchaser understand and agree that the eligibility of individuals to receive services under this Agreement are as follows:
  - 1. Seniors (Age 65 and older) or Disabled

Services may only be provided to riders that have completed an application and authorized by Racine County HSD. HSD will not accept fiscal liability for unauthorized services.

2. Purchaser will determine client eligibility and authorize services. Provider will provide information, as requested, as to client trips authorized. HSD will not accept fiscal liability for unauthorized services.
3. Residents of Community Based Residential Facilities (CBRF) will not be eligible for specialized transportation. The responsibility for transportation is the CBRF's. The CBRF must provide or arrange your transportation to programming and other activities.
4. The Human Services Department has the right to cancel transportation to any person who abuses transportation or repeatedly fails to cancel when not riding. Three or more failures to cancel shall be ground for terminating transportation.

VII. PAYMENT FOR SERVICES

- A. Provider shall submit all bills (reflecting net payment due) by the 10th day following the close of the month. Billings received by the 10th day shall be reimbursed within 15 business days.
- C. All 2016 Provider billings must be received by the Purchaser on or before January 20, 2017, or in the case of termination of contract during the contract period, 20 days after effective date of termination.
- D. Purchaser shall not be held financially liable for any payment for service received from Provider if the billing for such service is received 90 days or more from the date of the service provided to the respective client.
- E. Method of payment shall be:

Unit Rate Billing:

Provider shall bill per client on Purchaser authorization/billing form (Fiscal A-5 or A-6). Such billings will include authorized clients, trips provided per client, the trip rate, the gross monthly charge, collections and net cost per client. Purchaser will pay the net cost for all services.

- F. Collections
  1. Provider agrees to collect from clients and prospective clients all potential sources of payment and sources of revenue to pay for the services.
  2. If Provider is reimbursed by Purchaser it is determined that a third party payor is obligated to pay for the services. Provider shall reimburse Purchaser for all payments made to Provider for prior services by crediting Purchaser on the next billing.
  3. Provider will charge a uniform fare per one way trip. Provider is responsible for collections and will not be reimbursed by Purchaser for fares.
    - **\$3 for a standard trip within Racine County**
    - **\$5 for a trip from Waterford/Burlington area to a destination East of the interstate**
    - **\$5 for a trip from Racine/Mt. Pleasant area to the Waterford/Burlington area**
    - **\$8 for all out of county trips.**

4. Provider shall notify Purchaser of non-canceled trips billed to Purchaser. Purchaser shall determine if repeated no shows warrant cancellation of ridership or recoupment of lost revenue from ride.
  5. Money collected on behalf of a client from any source will be treated as an adjustment to the costs and will be deducted from the amount paid under this contract.
  6. The procedure used by the Provider shall comply with the provisions of Wisconsin Administrative Code HSS 1.01-1.06.
- G. No payment shall be made for services unless prior authorization has been received and processed.
- H. Purchaser reserves the right to decrease units of service to meet actual needs. An increase in the units of service to be provided may be negotiated at the discretion of Purchaser.
- I. Purchaser and Provider agree that the rate or cost shall include only items and amounts permitted by the Department of Health and Family Services *Allowable Cost Policy Manual* and the Racine County *Contract Administration Manual*.

VIII. DISCRIMINATION

- A. The Provider agrees to submit to the Purchaser a Civil Rights Compliance Letter of Assurance (CRC LOA) regardless of the number of employees and the amount of funding received. A current copy of the Subrecipient Civil Rights Compliance Action plan for Meeting Equal Opportunity Requirements under Title VI and VII of the Civil Rights Act of 1964, Section 503 and 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Health Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act of 1967, the Omnibus Budget Reconciliation Act of 1981, the Americans with Disabilities Act (ADA) of 1990, and the Wisconsin Fair Employment Act is also required if Provider employs more than 25 employees and receives more than \$25,000 in funding.. The Provider shall attach its CRC LOA and individual CRC Action Plan as part of this contract. Affirmative Action plans are required from vendors which receive \$50,000 or more in state money and have 50 or more employees as of the award date of the contract.
- B. In accordance with the terms of the contract, Provider agrees to comply with the Affirmative Action/Civil Rights Compliance incorporated in Section Three (III) of the Racine County Human Services Department *Contract Administration Manual*.
- C. The Purchaser will take constructive steps to ensure compliance of the Provider with the provisions of the subsection. The Provider agrees to comply with Civil Rights monitoring reviews performed by the Purchaser, including the examination of records and relevant files maintained by the Provider. The Provider further agrees to cooperate with the Purchaser in developing, implementing, and monitoring corrective action plans that result from any reviews.

IX. GENERAL CONDITIONS

- A. This Contract is contingent upon authorization of Wisconsin and United States Law and any material amendment or repeal of the same affecting relevant funding or authority of the Department shall serve to terminate this Agreement, except as further agreed to by the parties hereto.
- B. It is agreed that the parties' obligations hereunder are conditional upon securing the approval of the necessary State authorities of this purchase Contract. It is further agreed that, in the event the State reimbursement which is contemplated under this Contract is not obtained and/or

continued at a level sufficient to allow for the purchase of the indicated quantity of purchased services, the contracted obligations of each party shall be terminated, without prejudice to any obligations or liabilities of either party.

- C. Purchaser may investigate any complaint received concerning the operation and services purchased including review of clinical service records and administrative records subject to restrictions by law. This may include contacting clients both past and current as required.
- D. Purchaser shall be notified in writing of all complaints filed in writing against the Provider. Purchaser shall inform the Provider in writing with the understanding of the resolution of the complaint.
- E. Nothing contained in this Agreement shall be construed to supersede the lawful power or duties of either party.
- F. Either party may terminate this agreement by giving written notice of intent to terminate at least thirty (30) days prior to the date of termination.
- G. All capital equipment purchased with funds from this contract may at the discretion of Racine County revert to Racine County at the termination of this contract period or subsequent contract periods. Computer equipment authorized within this contract budget will require Purchaser's approval prior to purchase and authorized payment.
- H. Provider shall acknowledge Racine County as a funding source in all manner of communication including letterhead, brochures, pamphlets, and other forms of media exposure. Racine County may at its discretion identify the type of acknowledgment necessary for recognition.
- I. Provider agrees to list all external job vacancies on Job Net.
- J. Renegotiation or termination of this contract shall be determined by procedures outlined in the Racine County *Contract Administration Manual* and Chapter 68, Wis. Stats.

X. RESOLUTION OF DISPUTES

The Provider may appeal decisions of the Purchaser in accordance with Racine County Human Services Department *Contract Administration Manual* and Chapter 68, Statutes.

XI. HEALTH INSURANCE AND ACCOUNTABILITY ACT OF 1996 "HIPAA" APPLICABILITY

- A. The Provider agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the Provider provides or purchases with funds provided under this contract.
- B. If during the contract term (Purchaser) determines that a business associate relationship exists between the parties as defined by HIPAA the (Purchaser) and (Provider) mutually agree to modify the Agreement to incorporate the terms of a Business Associate Agreement, as defined by HIPAA, to comply with the requirements HIPAA and of HIPAA's implementing regulations, Title 45, Parts 160 and 164 of the Code of Federal Regulations ("Privacy Rule"), dealing with the confidentiality of health or health-related information, and Title 45, Part 142 of the Code of Federal Regulations ("Security Rule"), dealing with the standards for the security of individual health information that is electronically maintained or transmitted, and Title 45, Part 162 of the Code of Federal Regulations ("Transaction Rule") dealing with standards for electronic transactions.



**XII. COST AND SERVICES TO BE PROVIDED**

A. Provider and Purchaser understand and agree that the eligibility of individuals to receive the services purchased under this agreement will be determined by the Purchaser.

B. Purchaser agrees to pay Provider for the actual services rendered by Provider and authorized by Purchaser at the contracted amount.

C. The total amount to be paid to Provider by Purchaser for programs and services as specified in this section will not exceed the total contracted dollar amount.

Account #	Program	Estimated Total	Estimated Units	Unit Rate	Method of Payment
1563107	Transportation - East	\$ 123,741	8,077	\$15.32/net	Unit Rate
1563107	Inter-County Transportation - East	\$ 32,998			
	Kenosha - Ambulatory			\$32/net	Unit Rate
	Kenosha - Wheelchair			\$42/net	Unit Rate
	Milwaukee - Ambulatory			\$46.02/net	Unit Rate
	Milwaukee - Wheelchair			\$61/net	Unit Rate
	Walworth - Ambulatory			\$34/net	Unit Rate
	Walworth - Wheelchair			\$61/net	Unit Rate
1563107	Transportation - West	\$ 226,859	7,888	28.78/net	Unit Rate
1563107	Inter-County Transportation - West	\$ 28,873			
	Ambulatory -Kenosha, Milwaukee, Walworth			\$40/net	Unit Rate
	Wheelchair - Kenosha, Milwaukee, Walworth			\$50/net	Unit Rate

Approved by HSD Fiscal Manager 

PROGRAM DESCRIPTION

**Specialized Transportation – Eastern Racine County**

Service area: Areas of Eastern Racine County not served by the existing ADA transportation as well as inter-county transportation to include service to Milwaukee, Kenosha and occasionally Walworth Counties.

**INTERCOUNTY TRANSPORTATION IS FOR MEDICAL RIDES ONLY.**

Services must be available on a prior day advanced scheduled basis. Transportation hours as identified below are from first passenger pick up time to terminal return. (All hours are subject to change by Racine County.)

NON ADA                      Monday-Friday 6:00 a.m. - 6:00 p.m.

Vendor must have vehicle capacity that at a minimum provides vehicle capacity to transport all ambulatory individuals during any one-hour period and vehicles with wheel chair capacity to transport all non-ambulatory individuals during any one-hour period. Vendor may not refuse service to certified riders unless there is prior approval by Racine County.

**MINIMUM STANDARDS:**

1. Provider must agree to comply with the following terms and conditions:
  - Standard contract language
  - Certification standards where applicable
  - Fiscal and program reporting criteria
  - Allowable Cost Policy
  - Audit criteria
  - Policies and procedures as defined in Racine County Human Services Department Contract Administration Manual
  - Maintain adequate liability coverage
  - Recognize that authorization for services is approved by Racine County Human Services Department.
  - All informational materials (program descriptions, brochures, posters, etc.) must identify it as a RCHSD program through the use of a standardized RCHSD format provided by Racine County.
  - The program must be identified as a RCHSD program in all public presentations and media contacts/interviews.
2. Provider must meet all requirements of TRANS 301, Human Services Vehicle (HSV) Standards and Chapter 221, Laws of 1979, Commercial Motor Vehicle Safety Act of 1986, and subsequent policies relating to TRANS 301 and Chapter 221.
3. Service Provider must be a legally incorporated organization whose primary business is transportation services and can demonstrate at least two years experience in providing specialized transportation services to the targeted population.
4. Provider cannot bill Racine County for any rides provided under Title XIX covered recipients. All Title XIX covered recipients, including recipients enrolled in a Title XIX HMO, should be directed through the State's Medicaid transportation broker.
5. Vendor shall establish a system to provide fee-for-service rides paid for privately by riders. This system would be for non-priority rides when space is available. The rider will pay an amount to be determined by vendor and RCHSD and may be up to the full cost of the ride.

- 6. Vendor must have computer capability to schedule routes and provide monthly printout reports that detail required billing and program reports. A sample schedule and detail of computer capability must accompany application.
- 7. Provider shall provide a detailed description of current driver hiring, application and practice.
- 8. Provider shall provide a copy of the current driver training plan available to all drivers performing services under contract to Racine County upon request.
- 9. Rates may not exceed approved HSD gross cost per trip as determined by Program Specification. Racine County will only pay the net cost per trip. It is the Provider's responsibility to collect passenger revenues.
- 10. Vendor will provide transportation to all persons certified by the Racine County Human Services Department as transportation disadvantaged. Racine County will not accept liability for riders transported but not certified.
- 11. Provider must complete a Program Application and respond to specific criteria for Specialized Transportation included in Program Specification and Program Description.
- 12. Copies of Insurance Liability Coverage and Inspection Certification for Human Services vehicles must be attached to proposal.
- 13. Provider must complete all attached forms as part of this application.
- 14. Provider shall describe method available for handling disabled vehicles and indicate comparable backup vehicles. It is expected that the vendor should provide a quick and efficient response capability to vehicle breakdown.
- 15. Vendor must provide a user's guide that is available to all certified riders regarding activities and information about specialized transportation.
- 16. Vendor must have computer capacity to log all trips by the following categories and to provide HSD with monthly printouts detailing the information needed:

One-way Trips

- Ambulatory elderly
- Non-ambulatory elderly
- Ambulatory non-elderly
- Non-ambulatory non-elderly

Trip Purpose

- Medical\*
- Employment\*\*
- Nutrition – sites\*\*\*\*
- Nutrition – other\*\*\*\*
- Education/training
- Social/recreation
- Personal business
- Adult day care\*\*\*
- Other
- Cancellations
- No-Show

\*Medical rides are defined as the procurement of medical or medically prescribed services or products, participation in medical or medically prescribed activities or rides to dialysis appointments.

\*\*Employment rides are defined as the performance of work, either paid or voluntary, in order to produce goods or services.

\*\*\*Adult Day Care rides are for persons attending the program at Lincoln Lutheran or at the various Harmony Clubs.

\*\*\*\*Nutrition rides are defined as those going to Nutrition Sites or to the grocery store to purchase food items to cook at home.

Vendor must also have capacity to generate monthly client lists that indicate the number of trips taken by each rider of specialized transportation and to make that information available to HSD monthly.

**PROGRAM REQUIREMENTS:**

1. The geographic service area will be all of Eastern Racine County except for the areas also served by public transportation (Belle Urban System) and its complementary paratransit service (DART) and inter-county service to Milwaukee, Kenosha and occasionally Walworth Counties. **INTERCOUNTY TRANSPORTATION IS FOR MEDICAL RIDES ONLY.**
2. Service hours:            Non ADA                    Monday-Friday:        6:00 a.m. - 6:00 p.m.

Non-ADA service hours may only be changed by HSD.

3. Non-ADA trips will be provided for all purposes, with medical, employment, adult day care and nutrition rides given priority. No other trips will be given without approval by RCHSD. The vendor will not exceed the number of budgeted trips by funding area, unless prior approval is received from HSD. All rides may be given throughout the entire county (ie. riders may go from Burlington to an appointment in Racine, etc.).

Medical rides are defined as the procurement of medical or medically prescribed services or products, participation in medical or medically prescribed activities, or rides to dialysis appointments. Employment rides are defined as the performance of work, either paid or voluntary, in order to produce goods or services. Adult Day Care rides are for persons attending the program at Lincoln Lutheran or at the various Harmony Clubs. Nutrition rides are defined as those going to Nutrition Sites operated by Lincoln Lutheran or to the grocery store to purchase food items to cook at home.

4. Racine County may adjust the distribution of rides if it is determined that a greater or lesser number of trips are needed either east or west of the Interstate.
5. Service will be demand responsive door-to-door.
6. All certified riders must pay a fare for each one-way trip, with two exceptions. Riders to nutrition sites and adult day care who are 65 and over will only be asked to donate toward the cost of transportation. The fare shall be established by the Racine County Human Services Department.
7. Racine County will not pay for "no shows."

**General Eligibility for Non-ADA Riders**

All riders with disabilities must file an application with a physician's certification that they are eligible for specialized transportation. Vendor will implement a recertification process for riders with disabilities. Eligibility criteria will be determined by the Racine County Human Services Department. Racine County and/or vendor will process applications for eligibility and notify the applicant within 21 days of their approval or denial of the application.

**Mode of Service**

Specialized Transportation shall be provided on a door-to-door basis. Assistance with coats and packages shall only apply from vehicle to building and from building to vehicle. Providers will not be responsible for lifting or handling clients in order for them to use the service. Vendor may schedule block trips for riders who go from a destination to a common point or from a common point to home destination.

**Waiting Time**

Drivers shall wait five (5) minutes for riders after the scheduled pickup time.

**Attendants**

1. Attendant is defined as any person whose assistance is required by the passenger. Attendant requirement must be indicated on the physician's certification.
2. One attendant shall be permitted to accompany any passenger at no additional cost provided that they have the same points of origin and destination.
3. Attendants with different origin/destination points than certified rider will pay the full fare.

**Scheduling**

All reservations including attendants and other accompanying persons are to be scheduled in accordance with policies established by the Racine County Human Services Department and set forth in the User's Guide. Emergency transportation with less notification may occur based upon space availability and scheduling. Vendor shall attempt to keep the number of trips per day within the limits of HSD funds. Riders are urged to notify transportation Provider when scheduled ride is not required.

The policy of advance scheduling for all transportation shall remain in effect with advance scheduled return trips also scheduled in all areas except medical. If waiting time for pickup is to be longer than 20 minutes from scheduled times, the transportation Provider shall advise the rider by phone contact and advise of the pickup time.

Persons who have scheduled rides and do not notify transportation Provider of cancellation shall receive a written warning that this is a violation of the transportation regulation.

Provider shall ensure that vehicles are available to meet demand.

PROGRAM DESCRIPTION

**Specialized Transportation – Western Racine County**

Areas to be served: Areas of Western Racine County not served by the existing ADA transportation as well as inter-county transportation to include service to Milwaukee, Kenosha and occasionally Walworth Counties. **INTERCOUNTY TRANSPORTATION IS FOR MEDICAL RIDES ONLY.**

Services must be available on a prior day advanced scheduled basis. Transportation hours as identified below are from first passenger pick up time to terminal return. (All hours are subject to change by Racine County.)

NON ADA                      Monday-Friday 6:00 a.m. - 6:00 p.m.

Vendor must have vehicle capacity that at a minimum provides vehicle capacity to transport all ambulatory individuals during any one-hour period and vehicles with wheel chair capacity to transport all non-ambulatory individuals during any one-hour period. Vendor may not refuse service to certified riders unless there is prior approval by Racine County.

**MINIMUM STANDARDS:**

1. Provider must agree to comply with the following terms and conditions:
  - Standard contract language
  - Certification standards where applicable
  - Fiscal and program reporting criteria
  - Allowable Cost Policy
  - Audit criteria
  - Policies and procedures as defined in Racine County Human Services Department Contract Administration Manual
  - Maintain adequate liability coverage
  - Recognize that authorization for services is approved by Racine County Human Services Department.
  - All informational materials (program descriptions, brochures, posters, etc.) must identify it as a RCHSD program through the use of a standardized RCHSD format provided by Racine County.
  - The program must be identified as a RCHSD program in all public presentations and media contacts/interviews.
2. Provider must meet all requirements of TRANS 301, Human Services Vehicle (HSV) Standards and Chapter 221, Laws of 1979, Commercial Motor Vehicle Safety Act of 1986, and subsequent policies relating to TRANS 301 and Chapter 221.
3. Service Provider must be a legally incorporated organization whose primary business is transportation services and can demonstrate at least two years experience in providing specialized transportation services to the targeted population.
4. Provider cannot bill Racine County for any rides provided under Title XIX covered recipients. All Title XIX covered recipients, including recipients enrolled in a Title XIX HMO, should be directed through the State's Medicaid transportation broker.
5. Vendor shall establish a system to provide fee-for-service rides paid for privately by riders. This system would be for non-priority rides when space is available. The rider will pay an amount to be determined by vendor and RCHSD and may be up to the full cost of the ride.
6. Vendor must have computer capability to schedule routes and provide monthly printout reports that detail required billing and program reports. A sample schedule and detail of computer capability must accompany application.

7. Provider shall provide a detailed description of current driver hiring, application and practice.
8. Provider shall provide a copy of the current driver training plan available to all drivers performing services under contract to Racine County upon request.
9. Rates may not exceed approved HSD gross cost per trip as determined by Program Specification. Racine County will only pay the net cost per trip. It is the Provider's responsibility to collect passenger revenues.
10. Vendor will provide transportation to all persons certified by the Racine County Human Services Department as transportation disadvantaged. Racine County will not accept liability for riders transported but not certified.
11. Provider must complete a Program Application and respond to specific criteria for Specialized Transportation included in Program Specification and Program Description.
12. Copies of Insurance Liability Coverage and Inspection Certification for Human Services vehicles must be attached to proposal.
13. Provider must complete all attached forms as part of this application.
14. Provider shall describe method available for handling disabled vehicles and indicate comparable backup vehicles. It is expected that the vendor should provide a quick and efficient response capability to vehicle breakdown.
15. Vendor must provide a user's guide that is available to all certified riders regarding activities and information about specialized transportation.

Vendor must have computer capacity to log all trips by the following categories and to provide HSD with monthly printouts detailing the information needed:

One-way Trips

- Ambulatory elderly
- Non-ambulatory elderly
- Ambulatory non-elderly
- Non-ambulatory non-elderly

Trip Purpose

- Medical\*
- Employment\*\*
- Nutrition – sites\*\*\*\*
- Nutrition – other\*\*\*\*
- Education/training
- Social/recreation
- Personal business
- Adult day care\*\*\*
- Other
- Cancellations
- No-Shows

\*Medical rides are defined as the procurement of medical or medically prescribed services or products, participation in medical or medically prescribed activities or rides to dialysis appointments.

\*\*Employment rides are defined as the performance of work, either paid or voluntary, in order to produce goods or services.

\*\*\*Adult Day Care rides are for persons attending the program at Lincoln Lutheran or at the various Harmony Clubs.

\*\*\*\*Nutrition rides are defined as those going to Nutrition Sites or to the grocery store to purchase food items to cook at home.

Vendor must also have capacity to generate monthly client lists that indicate the number of trips taken by each rider of specialized transportation and to make that information available to HSD monthly.

**PROGRAM REQUIREMENTS:**

1. The geographic service area will be all of Western Racine County except for the areas also served by public transportation (Belle Urban System) and its complementary paratransit service and inter-county service to Milwaukee, Kenosha and occasionally Walworth Counties.
2. Service hours:            Non ADA                    Monday-Friday:        6:00 a.m. - 6:00 p.m.

Non-ADA service hours may only be changed by HSD.

3. Non-ADA trips will be provided for all purposes, with medical, employment, adult day care and nutrition rides given priority. No other trips will be given without approval by RCHSD. The vendor will not exceed the number of budgeted trips by funding area, unless prior approval is received from HSD. All rides may be given throughout the entire county (ie. riders may go from Burlington to an appointment in Racine, etc.).

Medical rides are defined as the procurement of medical or medically prescribed services or products, participation in medical or medically prescribed activities, or rides to dialysis appointments. Employment rides are defined as the performance of work, either paid or voluntary, in order to produce goods or services. Adult Day Care rides are for persons attending the program at Lincoln Lutheran or at the various Harmony Clubs. Nutrition rides are defined as those going to Nutrition Sites operated by Lincoln Lutheran or to the grocery store to purchase food items to cook at home.

4. Racine County may adjust the distribution of rides if it is determined that a greater or lesser number of trips are needed either east or west of the Interstate.
5. Service will be demand responsive door-to-door.
8. All certified riders must pay a fare for each one-way trip, with two exceptions. Riders to nutrition sites and adult day care who are 60 and over will only be asked to donate toward the cost of transportation. The fare shall be established by the Racine County Human Services Department.
9. Racine County will not pay for "no shows."

**General Eligibility for Non-ADA Riders**

All riders with disabilities must file an application with a physician's certification that they are eligible for specialized transportation. Vendor will implement a recertification process for riders with disabilities. Eligibility criteria will be determined by the Racine County Human Services Department. Racine County and/or vendor will process applications for eligibility and notify the applicant within 21 days of their approval or denial of the application.

**Mode of Service**

Specialized Transportation shall be provided on a door-to-door basis. Assistance with coats and packages shall only apply from vehicle to building and from building to vehicle. Providers will not be responsible for lifting or handling clients in order for them to use the service. Vendor may schedule block trips for riders who go from a destination to a common point or from a common point to home destination.

**Waiting Time**

Drivers shall wait five (5) minutes for riders after the scheduled pickup time.



**Attendants**

1. Attendant is defined as any person whose assistance is required by the passenger. Attendant requirement must be indicated on the physician's certification.
2. One attendant shall be permitted to accompany any passenger at no additional cost provided that they have the same points of origin and destination.
3. Attendants with different origin/destination points than certified rider will pay the full fare.

**Scheduling**

All reservations including attendants and other accompanying persons are to be scheduled in accordance with policies established by the Racine County Human Services Department and set forth in the User's Guide. Emergency transportation with less notification may occur based upon space availability and scheduling. Vendor shall attempt to keep the number of trips per day within the limits of HSD funds. Riders are urged to notify transportation Provider when scheduled ride is not required.

The policy of advance scheduling for all transportation shall remain in effect with advance scheduled return trips also scheduled in all areas except medical. If waiting time for pickup is to be longer than 20 minutes from scheduled times, the transportation Provider shall advise the rider by phone contact and advise of the pickup time.

Persons who have scheduled rides and do not notify transportation Provider of cancellation shall receive a written warning that this is a violation of the transportation regulation.

Provider shall ensure that vehicles are available to meet demand.

PROGRAM EVALUATION

**Specialized Transportation – Eastern Racine County**

1. Riders will be picked up within 20 minutes of their scheduled pickup time.
2. Clients being transported to HSD services (work related, adult day care, and nutrition) will arrive at the agency site no earlier than 15 minutes and no later than 5 minutes prior to the start of the agency's program.
3. 95% of customers surveyed will indicate satisfaction with the service.

An Annual Evaluation Outcome Report must be provided to HSD Contract Coordinator by 2/1/17.

**Specialized Transportation – Western Racine County**

1. Riders will be picked up within 20 minutes of their scheduled pickup time.
2. Clients being transported to HSD services (work related, adult day care, and nutrition) will arrive at the agency site no earlier than 15 minutes and no later than 5 minutes prior to the start of the agency's program.
3. 95% of customers surveyed will indicate satisfaction with the service.

An Annual Evaluation Outcome Report must be provided to HSD Contract Coordinator by 2/1/17.

2016 VENDOR AGENCY AUDIT CHECKLIST

A copy of this document must be completed, signed, and included in the audit submitted by your independent auditor.

Summary of Audit Results

Name of Agency \_\_\_\_\_

Period of Audit \_\_\_\_\_

1. The type of opinion issued on the financial statements of the auditee (i.e., unqualified opinion, qualified opinion, adverse opinion, or disclaimer of opinion). \_\_\_\_\_

2. Does the auditor have substantial doubt about the auditee's ability to continue as a going concern? Yes / No

3. Does the audit report show material non-compliance? Yes / No

4. Does the audit report show material weakness(es) or other reportable conditions? Yes / No

5. Does the audit report show audit issues (i.e. material non-compliance, non-material non-compliance, questioned costs, material weakness, reportable condition, management letter comment) related to grants/contracts with funding agencies that require audits to be in accordance with the *Provider Agency Audit Guide*:

- Department of Health and Family Services Yes / No / NA
- Department of Workforce Development Yes / No / NA
- Department of Corrections Yes / No / NA
- Other funding agencies (list) Yes / No

6. Was a Management Letter or other document conveying audit comments issued as a result of this audit? Yes / No

7. Signature of Partner in Charge: \_\_\_\_\_

Date of report: \_\_\_\_\_