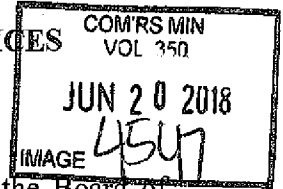


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HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES



PURCHASE CONTRACT

This Contract is entered into on June 20, 2018 by and between the Board of County Commissioners, Hamilton County, Ohio ("County") on behalf of the Hamilton County Department of Job & Family Services ("HCJFS") and Universal Transportation Systems L.L.C., doing business as UTS ("Provider") with an office at 5284 Winton Rd., Fairfield, OH, 45014, whose telephone number is (513) 858-7950 for the purchase of Family & Children's Services Transportation Services.

1. TERM

This Contract will be effective from July 1, 2018 through June 30, 2020 (the "Initial Term") inclusive, unless otherwise terminated or extended by formal amendment.

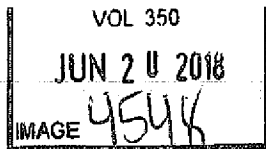
The total amount of this Contract cannot exceed Seven Hundred Eight-Seven Thousand Twenty-Three Dollars and Ninety-Eight Cents (\$787,023.98) over the Initial Term of this Contract.

The anticipated expenditure for the period of time from July 1, 2018 to December 31, 2018 is \$196,756.00, for the period of time from January 1, 2019 to December 31, 2019 is \$393,511.98 and for the period of time from January 1, 2020 to June 30, 2020 is \$196,756.00.

This Contract may be renewed, at the option of HCJFS, for two (2) additional two (2) year terms ("Optional Renewal Periods"). HCJFS agrees to give Provider written notice at least One Hundred Twenty (120) days prior to the expiration of the term then in effect, of its intention not to renew.

2. SCOPE OF SERVICE

Subject to terms and conditions set forth in this Contract and the attached exhibits (such exhibits are deemed to be a part of this Contract as fully set forth herein), the Provider agrees to provide transportation services to Consumers (transportation for Family & Children's Services will be individually known as the "Service" and collectively be known as the "Services"), as more particularly described in this Contract, Exhibit I - Request for Proposals for Family & Children's Services Transportation Services



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RFP#SB01-18R and all addendum thereto (collectively, "Request for Proposals") and Exhibit II- Provider's Proposal for Transportation for Family & Children's Services dated February 12, 2018 ("Provider's Proposal").

Notwithstanding anything to the contrary set forth herein or in any exhibit, the parties agree that in no event shall any vehicle used in this Contract be equipped with a lift.

3. EXHIBITS

Exhibits for this Contract are as follows:

- A. Exhibit I - Request for Proposals;
- B. Exhibit II - Provider's Proposal;
- C. Exhibit III- Budget;
- D. Exhibit IV – Transportation Services Procedure Memo (TSPM) 011 No Responsible Party at Home ("Procedure Memo");
- E. Exhibit V – Invoice Detail File Requirements; and
- F. Exhibit VI – Unallowable Costs.

4. ORDER OF PRECEDENCE

This Contract is based on Exhibits I, II, III, IV, V and VI. This Contract and all exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any of the provisions of this Contract irreconcilably conflict with an exhibit, this Contract takes precedence over the exhibits. In the event there is inconsistency between the exhibits, the inconsistency will be resolved in the following order:

- A. Exhibit I - Request for Proposals;
- B. Exhibit V- Invoice Detail File Requirements;
- C. Exhibit VI – Unallowable Costs;
- D. Exhibit II - Provider's Proposal;
- E. Exhibit III – Budget; and
- F. Exhibit IV –Procedure Memo.

5. CONSUMER AUTHORIZATIONS

A. General

HCJFS reserves the right to change the structure and content of the Consumer Authorization, as it deems appropriate and necessary.

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B. Service For Which Prior Consumer Authorization Is Required

Subject to paragraph C, HCJFS will not pay for any Service(s) that has not been authorized via a Consumer Authorization.

It is the responsibility of Provider to monitor the number and scope of trips set forth on each Consumer Authorization. Provider agrees that it will not receive payment for any Service which no Consumer Authorization has been issued.

C. Services For Which No Prior Consumer Authorization Is Required

Notwithstanding anything to the contrary herein, Provider may provide Services to Consumers active within HCJFS' Family & Children's Services program during a current month for which no prior Consumer Authorization was issued, in the following circumstances:

When no authorized adult is home for the drop-off of a Consumer who is under the age 18 and the authorized adult does not answer the phone so long as the Provider complies with the provisions of Exhibit IV Transportation Services Procedure Memo –“No Responsible Party at Home”. HCJFS' Transportation Services staff shall forward electronic encrypted Consumer Authorization to the Provider upon retrieval of the written or voice message and approval by the Transportation Services Supervisor.

To the extent additional, anticipated Services are required for any Consumer for which the above paragraph C applies, Provider will only be paid for any additional Services which not have been previously authorized and approved pursuant to paragraph B.

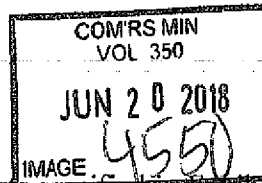
6. **EMPLOYEE QUALIFICATIONS**

Provider represents and agrees that it and its employees will comply with the Qualifications set forth in Section 1.3 of Exhibit I – Request for Proposals.

7. **REPORTS**

Required Documentation and Reporting

A. Records of all Service provided to Consumers and all expenses incurred in relation to the provision of Services must be maintained consistent with the time periods described in Paragraph 10.



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Provider shall provide HCJFS with the reports specified in Exhibit I - Request for Proposals, Section 1.4. Reporting Requirements. Report formats may include paper reports or electronic data files. Provider shall provide additional reports or make revisions in the data elements or format upon the request of HCJFS, without additional charge to HCJFS and without a contract amendment. Upon request of HCJFS, the Provider shall supply the underlying data to support any report submitted. All data shall be in an electronic file format, approved by HCJFS. HCJFS may add, substitute or eliminate reports to be submitted without additional charge to HCJFS and without a contract amendment.

B. Additional Reports

HCJFS reserves the right to request additional reports at any time during any term of the Contract. Provider shall use its best efforts to provide such additional reports within ten (10) calendar days of receipt of the request. In no event will HCFJS withhold payment to Provider pending receipt any additional, non-standard reports.

Provider shall provide access to HCJFS to any HCJFS data relating to the provision of Services, in whatever media it is stored. Access shall include but is not limited to viewing data, generating reports and downloading data which Provider has used, collected, input and saved in relation to the Services.

8. COMPENSATION

A. Basis for Computation of the Unit Rate

Provider has prepared budgets for the time periods of July 1, 2018 through June 30, 2020 as set forth in Exhibit III - Budget, which Provider understands and agrees is the basis of the computation of the Unit Rate and Excess Mileage Rate (as described below) that will be used to compensate it for Services it provides under this Contract.

Provider warrants and represents that such Budget is based upon current financial information and projections. Provider agrees that it will notify HCJFS, in writing, within five (5) calendar days when it knows or should have known that the information contained in the Budget is inaccurate or contains errors.

Provider warrants and represents that the unallowable costs set forth in Exhibit VI were not included in Exhibit III - Budget and that these costs will not be included in any invoice submitted for payment.



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B. Profit Margin

The parties agree that the profit margin for this Contract, as set forth in Exhibit III- Budget contained in Section 2.3 of Exhibit II - Provider's Proposal, will not be more than five percent (5%) over the term of the Contract. Provider represents that the profit margin contained as a part of and as set forth in the Unit Rate, is not more than five percent (5%).

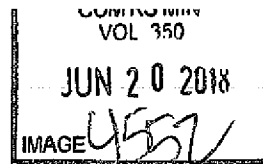
9. BILLING AND PAYMENT

A. Rates of Payment -- County agrees to compensate the Vendor in the amount of \$47.26 for each one-way trip which is 25 miles or under ("Base Unit Rate"). For one-way trips which are over 25 miles, Vendor will be compensated the Base Unit Rate for the one-way trip plus the Excess Mileage Rate in the amount of \$1.98 per mile for any miles in excess of 25 miles.

B. Provider shall submit one (1) original invoice for each month that Services are delivered to a Consumer. Original invoices shall be sent via email each month to Transportation Services Section Chief or designee, 3rd fl. Hamilton County Dept. of Job and Family Services, 222 East Central Parkway, Cincinnati, Ohio 45202 within thirty (30) days of the end of the service month. Provider shall make all reasonable efforts to include all Services provided during the service month on of the above described invoice. Provider shall indicate the following on all invoices submit for payment:

1. Provider's name, address, telephone number;
2. Provider number;
3. Purchase order number;
4. Program identification;
5. Invoice date and number;
6. Billing period;
7. Total amount due for billing period
8. Total one-way trips provided; and
9. Total amount of profit earned during that service month and year to date.

At the time the invoice is submitted, Provider must submit an Invoice Details File containing the information set forth in Exhibit V – Invoice Detail File Requirements to HCJFS via the HCJFS designated SFTP site.



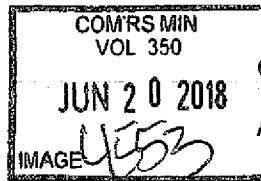
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HCJFS reserves the right to change the structure and/or content of the Exhibit V - Invoice Details File Requirements, as it deems appropriate and necessary. Any changes or modifications to Exhibit V Invoice Details File Requirements will not require an amendment to this Contact.

HCJFS will not pay for any Service if the invoice for such Service is submitted to HCJFS more than sixty (60) calendar days from the end of the service month in which the Service was performed unless the delay is due to untimely issuance of Consumer Authorizations by HCJFS. HCJFS will not pay for any cancelled trips, regardless of whether a Consumer Authorization was issued for such trip. It is the responsibility of the Provider to request special consideration and documentation with its invoice if Consumer Authorizations were not issued timely by HCJFS. In addition, HCJFS will not pay for any Service if the invoice is incomplete or inaccurate and the Provider fails to correct or complete such invoice during the sixty (60) day period beginning at the end of the service month in which the Service was performed.

Provider will not be granted an extension of time to correct incomplete or inaccurate invoices even if said invoices are timely.

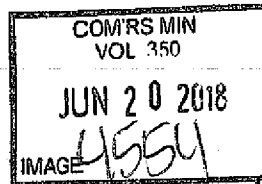
- C. HCJFS will make every reasonable effort to pay timely and accurate invoices within thirty (30) calendar days of receipt for all invoices received in accordance with the terms of this Contract. Notwithstanding any other provision of this Contract to the contrary, HCJFS will only pay for Services for which a Consumer Authorization was issued.
- D. Any costs or expenses necessary for Provider to meet any of invoicing, reporting or other requirements set forth herein, shall be at no additional cost or expense to the County or to HCJFS.
- E. The Provider warrants that claims made to HCJFS for payment for Services provided shall be for actual Services rendered and do not duplicate claims made by the Provider to other sources of public funds for the same Service.



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10. AVAILABILITY AND RETENTION OF RECORDS

- A. Provider agrees all records, documents, writing or other information, including but not limited to, financial records, census records, Consumer records and documentation of legal compliance with OAC rules, produced by Provider under this Contract, and all records, documents, writings or other information, including but not limited to financial, census and Consumer used by Provider in the performance of this Contract shall be maintained for a minimum of six (6) years. All records relating to costs, work performed and supporting documentation for invoices submitted to HCJFS by Provider, along with copies of all deliverables submitted to HCJFS pursuant to this Contract, will be retained and made available by Provider for inspection and audit by HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, ODJFS, the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of six (6) years after reimbursement for Services rendered under this Contract. Absent exigent or extraordinary circumstances, HCJFS will provide Provider no less than seven (7) business days' prior written notice for a review, inspection or audit of Provider's records. Any review, inspection or audit by HCJFS will take place at Provider's office or an office selected by Provider in Butler County or Hamilton County Ohio, during normal business hours. If a review, audit, litigation or other action is initiated during the time period of the Contract, Provider shall retain such records until the action is concluded and all issues resolved or the six (6) years have expired, whichever is later.
- B. Provider agrees it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of HCJFS, except as otherwise required by law or in defense or prosecution of any dispute or proceeding relating to Provider's services under this Contract; provided, however, Provider preserve the confidentiality of such information before any disclosure. HCJFS must consent, in writing, prior to any disclosure of any Consumer specific information; such consent shall not be unreasonably withheld.



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- C. To the extent not otherwise required by law, Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles to the extent reasonable, and practical. Provider shall employ sound accounting principles consistently applied and in compliance will all applicable laws, rules and regulations.
- D. Records must be maintained for all Services provided by this Contract and all the expenses incurred in the operation of the programs described herein. Services provided and expenses incurred without proper documentation will not be paid, and overpayments will be recovered through the review, inspection or audit process. Proper documentation of Service provided is defined as a personal record of Service maintained by Provider staff that details the Service(s) provided to or on behalf of a Consumer, with the beginning and ending time(s) of the Service(s).

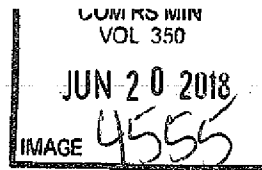
11. NON-EXCLUSIVE

This is a non-exclusive Contract, and HCJFS may purchase the same or similar item(s) from other Providers at any time during the term of this Contract.

12. CONFLICT OF INTEREST

This Contract in no way precludes, prevents, or restricts the Provider from obtaining and working under an additional contractual arrangement(s) with other parties aside from HCJFS, assuming that the contractual work in no way impedes the Provider's ability to perform the Services required under this Contract. The Provider warrants that at the time of entering into this Contract, it has no interest in nor shall it acquire any interest, direct or indirect, in any Contract that will impede its ability to perform the Services under this Contract.

The Provider further agrees that there is no financial interest involved on the part of any HCJFS officers or employees, Board of County Commissioners, or employees of the County involved in the development of the specifications or the negotiation of this Contract. The Provider has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when a HCJFS employee will gain financially or receive personal favors as a result of the signing or implementation of this Contract. The Provider will report the discovery of any potential conflict of interest to HCJFS. Should a conflict of interest be discovered during the term of this Contract, HCJFS may exercise any right under the Contract, including termination.



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Provider further agrees to comply with Ohio ethics laws as listed in the Ohio Revised Code Chapters 102 and 2921 and the Ohio Administrative Code Chapter 5101. By signing this Contract, Provider certifies to be in compliance with these provisions.

13. ASSIGNMENT AND SUBCONTRACTING

The parties expressly agree that this Contract shall not be assigned by the Provider without the prior written consent of the County. Provider agrees that the assignment of any portion of this Contract, without the prior consent of the County, is grounds for HCJFS (at its option) to terminate this Contract with one (1) day prior written notice under Section 17.B. In no event can any of the Services, described herein, be subcontracted to another provider

14. GOVERNING LAW

This Contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

15. INTEGRATION AND MODIFICATION

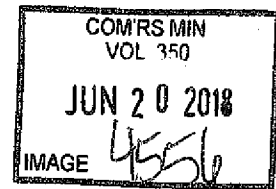
This instrument including all exhibits embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This Contract shall supersede all previous communications, representations or contracts, either written or oral, between the parties to this Contract. This Contract shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Contract.

The Provider acknowledges and agrees that only staff from the Contract Services Section of HCJFS may initiate contract changes with the approval of the County. In no event will an oral contract with HCJFS be recognized as a legal and binding change or amendment to the Contract.

16. SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby

and each term and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.



17. **TERMINATION**

A. Termination for Convenience

1. By HCJFS:

This Contract may be terminated by HCJFS upon notice, in writing, delivered upon Provider no less than One Hundred Twenty (120) calendar days prior to the effective date of termination.

2. By Provider:

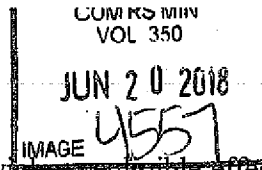
This Contract may be terminated by Provider upon notice, in writing, delivered upon HCJFS no less than Two Hundred Forty (240) calendar days prior to the effective date of termination.

B. Termination for Cause by HCJFS

If Provider fails to provide the Services as provided in this Contract for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Contract, HCJFS may consider Provider in default. HCJFS agrees to give Provider thirty (30) days written notice specifying the nature of the default. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to HCJFS to cure such default. HCJFS is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or HCJFS disapproves such plan, HCJFS has the option to immediately terminate this Contract upon written notice to Provider.

If Provider fails to cure the default in accordance with an approved plan or cure the default within the thirty (30) notice period, then County, at its sole option, may terminate this Contract at the end of the thirty (30) day notice period. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the County or HCJFS may have under this Contract.

For purposes of the Contract, "Material Breach" shall mean an act or omission that violates or contravenes an obligation required under the Contract and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Contract as stated herein. A Material Breach shall not



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include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Contract. Notwithstanding the above, in cases of substantiated allegations of: i) improper or inappropriate activities, ii) loss of required licenses iii) actions, inactions or behaviors that may result in harm, injury or neglect or a Consumer, iv) unethical business practices or procedures; or v) any other event that HCJFS deems harmful to the well-being of a Consumer; HCJFS may immediately terminate this Contract upon delivery of a written notice of termination to Provider.

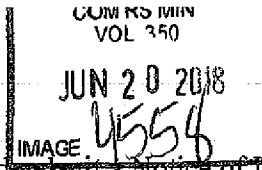
C. Effect of Termination

1. Upon any termination of this Contract, Provider shall be compensated for (i) any outstanding invoices that have been issued in accordance with this Contract; and (ii) Services satisfactorily performed in accordance with the terms and conditions of this Contract up to the date of termination. In determining any amount due and owing to Provider, and/or credit or payment due to HCJFS, the parties will perform a reconciliation of all amounts properly invoiced by Provider any payments made by HCJFS, as of the date of termination.
2. Provider, upon receipt of notice of termination, shall take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report, as of the date of receipt of notice of termination, describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom and any other matters as HCJFS may require.

D. Provider shall not be relieved of liability to HCJFS for damages sustained by HCJFS by virtue of any breach of the Contract by Provider. HCJFS may withhold any compensation to Provider for the purpose of off-set until such time as the amount of damages due County and HCJFS from Provider is agreed upon or otherwise determined.

18. DISPUTE RESOLUTION

Subject to Paragraph 17 (Termination), which would permit termination in the case of termination for substantiated allegations involving certain matters, the Parties agree to work cooperatively to resolve any dispute in the most efficient and expeditious manner possible. Within thirty (30) calendar days from the time the Provider discovers or should have discovered that a matter is properly an issue that should be determined under this Paragraph



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18 (Dispute Resolution), Provider shall prepare and submit a Notice of Dispute. The Notice of Dispute shall state the facts surrounding the claim, together with its character and scope and include any evidence to substantiate any dispute and a means by which to resolve such matter in the best interest of the parties. The Notice of Dispute shall be forwarded in writing to the following representatives of the parties as follows:

A maximum of forty-five (45) working days is allowed at each of Step 1 and Step 2 (unless extended in writing by both parties) before the dispute resolution procedure is automatically elevated to the next higher step. Step 1 representatives are as follows:

- Representative for HCJFS: Unit Supervisor for Contract Services
- Representative for Provider: VP of Paratransit Operations

If an agreement cannot be reached during Step 1, the giving party may elevate the dispute to Step 2 using the following representatives:

- Representative for HCJFS: Director of Contract Services
- Representative for Provider: CEO

All representatives shall communicate with each other to readily resolve items in dispute. Nothing herein shall preclude either party from pursuing its remedies available at law or in equity.

19. COMPLIANCE

Provider certifies that Provider's provision of direct or indirect services under this Contract will comply with all requirements of federal laws and regulations, including, but not limited to 2CFR Part 215 (OMB A-110), 2CFR Part 225 (OMB A-87), 2CFR Part 230 (OMB A-122), and 2CFR Part 220 (OMB A-21), state statutes and the Ohio Administrative Code rules in the conduct of work hereunder. The Provider accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work by the Provider's employees.

20. NON-DISCRIMINATION IN EMPLOYMENT

Provider certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including, but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination

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Act of 1975, the Age Discrimination in Employment Act, as amended, and Ohio Civil Rights Law.

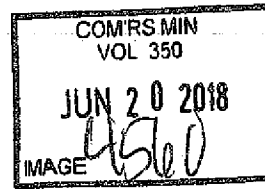
During the performance of this Contract, Provider will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Provider will take affirmative action to ensure that during employment, all employees are treated without regard to race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. These provisions apply also to contract workers. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices stating the Provider complies with all applicable federal and state non-discrimination laws.

Provider, or any person claiming through the Provider, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Contract, or in reference to any contractors of said Provider.

21. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES

Provider agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, and any regulations promulgated there under. Provider further agrees that it shall not exclude from participation in, deny the benefits of, or otherwise subject to discrimination any Consumer in its performance of this Contract on the basis of race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth.

Provider further agrees to comply with OAC 5101:9-02-01 and OAC 5101:9-02-05, as applicable, which require that contractors and sub-grantees receiving federal funds must assure that Consumer with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to LEP individuals through the use of an oral or written translator or interpretation services, in compliance with this requirement, such individuals shall not be required to pay for such assistance.



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22. SOLICITATION OF EMPLOYEES

Provider and HCJFS warrant that for the Initial Term and any Optional Renewal Term, Provider and HCJFS will not solicit each other's employees for employment. The term "Provider" includes any agent or representative of the Provider. The normal solicitation activities of the parties through advertisements in published media, job postings, job fairs, trade magazine publications, college recruitment activities, and the like, which may expose one party's employees to the other, shall not violate this provision.

23. RELATIONSHIP

Nothing in this Contract is intended to, or shall be deemed to constitute a partnership, association or joint venture with Provider in the conduct of the provisions of this Contract. Provider shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on HCJFS or the County.

24. DISCLOSURE

Provider hereby warrants and represents that it has disclosed any information that it possesses about any business relationship or financial interest that said Provider has with a County employee, employee's business, or any business relationship or financial interest that a county employee has with the Provider or in the Provider's business.

25. WAIVER

Any waiver by either party of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition.

26. NO ADDITIONAL WAIVER

If HCJFS or Provider fails to perform any obligations under this Contract and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.



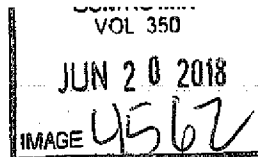
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27. CONFIDENTIALITY

The Provider agrees to comply with all federal and state laws confidentiality laws applicable to HCJFS and Consumers.. The Provider understands that any access to the identities of any Consumers shall only be as necessary for the purpose of performing its responsibilities under this Contract. Except as otherwise required by applicable law, Provider agrees that the use or disclosure of information concerning Consumers for any purpose not directly related to the administration of this Contract is prohibited.

28. AUDIT REQUIREMENTS

- A. Provider shall conduct or cause to be conducted an annual review of its financial statements. Reviews may be conducted using a “sampling” method. The areas to be reviewed using the sampling method may include but are not limited to months, expenses, total units, and billable units. Any exception or finding based on a “sampling” will only apply to the sampling, and not the entire population.
- B. Provider agrees to accept responsibility for receiving, replying to and complying with any exception or finding, related to the provision of Services under this Contract.
- C. Provider agrees to repay HCJFS the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. When an overpayment is identified and the overpayment cannot be repaid in one month, Provider may be required to sign a Repayment Agreement with HCJFS. Provider agrees HCJFS may withhold any money due and recover through any appropriate method any money erroneously paid under this Contract if evidence exists of less than full compliance with this Contract. If repayments are not made according to the agreed upon terms, future checks may be held until the repayment of funds is current. Checks held more than sixty (60) days may be canceled and may not be re-issued. HCJFS also reserves the right to not increase the unit rate or the overall Contract amount for Services purchased under this Contract if there is any outstanding or unresolved issue related to an audit finding. Any change to the Repayment Agreement will require a formal amendment to be signed by all parties.
- D. Unless otherwise required by law, Provider agrees to give HCJFS a copy of Provider’s most recent annual report and most recent annual review within fifteen (15) days of receipt of such reports.

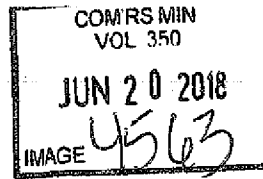


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- E. To the extent applicable, Provider will cause a single or program-specific audit to be conducted in accordance with OMB Circular A-133. If such audit is required, Provider should submit a copy of the completed audit report to HCJFS within forty-five (45) days after receipt from the accounting firm performing such audit.
- F. HCJFS reserves the right to evaluate programs of Provider. The evaluation may include, but is not limited to reviewing records, observing programs, and interviewing program employees and Consumers. Provider will be responsible for the costs for these evaluations.

29. WARRANTIES AND REPRESENTATIONS

- A. Provider warrants and represents that, at all times during the Initial Term and any Optional Renewal Term, Provider shall maintain all required licensures and certifications in good standing. In addition, Provider shall immediately notify HCJFS of any action, modification or issue relating to said licensures or certifications.
- B. Provider warrants and represents that its Services shall be performed in a professional and work like manner in accordance with applicable professional standards.
- C. Provider warrants and represents that Provider's provision of direct or indirect Services under this Contract will comply with all requirements of federal, state and local laws and regulations, including but not limited to, Office of Management and Budget Circular A-133, 2 C.F.R. Part 215, 2 C.F.R. Part 220, 2 C.F.R. Part 225, 2 C.F.R. Part 230, and the statutes and rules of Provider's home state in the conduct of work hereunder.
- D. Provider warrants and represents all other sources of revenue have been actively pursued prior to billing HCJFS for Services, including but not limited to, third party insurance, Medicaid, and any other source of local, state or federal revenue. All revenue sources currently accessed by Provider and available to serve the Consumers identified in the Scope of Service shall be listed in Exhibit III- Budget and utilized, where permissible, to reduce the cost of the contracted service to HCJFS.



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- E. Provider warrants and represents that separate books and records, including, but not limited to the general ledger account journals and profit/loss statements have been established and will be maintained for the revenue and expenses of this program.

30. AVAILABILITY OF FUNDS

This Contract is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for Services provided under the terms and conditions of this Contract. By sole determination of HCJFS, if funds are not sufficiently allocated or available for the provision of the Services performed by Provider hereunder, HCJFS reserves the right to exercise one of the following alternatives:

- A. Reduce the utilization of the Services provided under this Contract, without change to the terms and conditions of the Contract; or
- B. Issue a notice of intention to terminate the Contract.

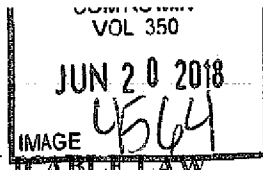
HCJFS will notify Provider at the earliest possible time of such decision. No penalty shall accrue to County or HCJFS in the event either of these provisions is exercised. Neither County nor HCJFS shall be obligated or liable for any future payments due or for any damages as a result of termination under this Section.

31. FORCE MAJEURE

If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this Contract, the parties shall not be deemed in default during the continuance of such inability provided, however, that Provider shall only be entitled to the benefit of this Paragraph for fourteen (14) days if the event of force majeure does not affect HCJFS' property or employees which are necessary to Provider's ability to perform.

The term "Force Majeure" as used herein shall mean without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightening; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions.

Provider shall, however, remedy with all reasonable dispatch any such cause to the extent within its reasonable control that prevents Provider from carrying out its obligations contained herein.



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32. SUBMISSION TO JURISDICTION AND APPLICABLE LAW

Each party hereto submits to the exclusive jurisdiction of any state court sitting in the County of Hamilton, State of Ohio, in any action or proceeding arising out of or relating to this Contract, agrees that all claims in respect of the action or proceeding shall be heard and determined in any such court, waives any objection to venue therein, and agrees not to bring any action or proceeding arising out of or relating to this Contract in any other court. The Parties further agree that this choice of venue is to be considered mandatory, and not optional in nature, thereby precluding the possibility of litigation in any venue or jurisdiction other than that specified in this Section. The Parties further agree that any final judgment rendered in any such action or such proceeding, as provided herein, shall be conclusive as to the subject matter of such final judgment, subject only to the right of appeal provided by the laws of the State of Ohio, and that once any such right of appeal has been exhausted or waived, such final judgment may be enforced in other jurisdictions in any manner provided by law.

For any legal action brought pursuant to the Contract, Ohio law will apply.

33. PUBLIC RECORDS

This Contract is a matter of public record under the Ohio public records law. By entering into this Contract, Provider acknowledges and understands that records maintained by Provider pursuant to this Contract may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, HCJFS shall make available the Contract and all public records generated as a result of this Contract.

34. DRUG-FREE WORKPLACE

Provider certifies and affirms Provider will comply with all applicable state and federal laws regarding a drug-free workplace as outlined in 45 CFR Part 630, Subpart F and 41 USC 8101, as applicable. Provider will make a good faith effort to ensure all employees performing duties or responsibilities under this Contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

35. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

Pursuant to Chapter 5107 of the Ohio Revised Code and Prevention, Retention, and Contingency Program established under Chapter 5108 of the Revised Code, Provider agrees to not discriminate in hiring and promoting against applicants for and participants

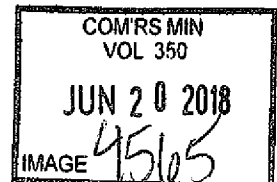
for the Ohio Works Program. Provider also agrees to include such provision in any such contract, subcontract, grant or procedure with any other party which will be providing services, whether directly or indirectly, to Consumers.

36. HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

Provider agrees to comply with all Health Insurance Portability and Accessibility Act ("HIPAA") requirements and meet all HIPAA compliance dates.

37. SCREENING AND SELECTION

Provider represents and agrees that it will comply with the screening and selection as set provisions as set forth in Section 1.3 Employee Qualifications of Exhibit I – Request for Proposals.

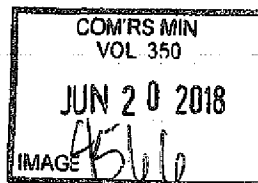


38. INDEMNIFICATION

Provider represents and agrees that it will comply with the Indemnification provisions as set forth in Section. 2.12 of Exhibit I- Request for Proposals. In addition, Provider agrees to pay all Damages, liabilities, costs and expenses of the Indemnified Parties in defending any action arising regardless of any conflict of interest that may exist between the Indemnified parties and Provider. In the event Provider fails to defend the Indemnified Parties as set forth in this paragraph, which may result in a breach of contract, such parties may defend themselves and Provider shall pay all actual costs and expenses for such defense including, but not limited to, judgments, awards, amounts paid in settlement, applicable court costs, witness fees and attorneys' fees. The respective rights and obligations of the parties under this Section shall survive the expiration or termination of the contract for any reason.

39. INSURANCE

Provider represents and agrees that it will comply with the Insurance provisions as set forth in Section. 2.11 of the Request for Proposals other than Item 8 on Page 35 of the Request for Proposals which requires Provider to replenish all coverage limits. Notwithstanding the above, Provider shall maintain the coverage limits during the life of this Contract and provide Certificates of Insurance to HCJFS on an annual basis as proof of coverage requirements.



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40. AMENDMENTS

This writing constitutes the entire agreement between Provider and HCJFS with respect to all matters herein. Unless otherwise provided herein, this Contract may be amended only in writing and signed by Provider and County.

41. LOBBYING

Provider warrants that during the Initial Term and any Optional Renewal Term, Provider has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Provider further warrants that Provider will disclose any lobbying with any non-Federal funds that takes place in connection in obtaining any Federal award. Upon receipt of notice, HCJFS may issue a termination notice in accordance with the terms of this Contract. If Provider fails to notify HCJFS, HCJFS reserves the right to immediately suspend payment and terminate the Contract.

42. DEBARMENT AND SUSPENSION

Provider will, upon notification by any federal, state, or local government agency, immediately notify HCJFS of any debarment or suspension of Provider being imposed or contemplated by the federal, state or local government agency. Provider will immediately notify HCJFS if it is currently under debarment or suspension by any federal, state, or local government agency.

43. FAITH BASED ORGANIZATIONS

To the extent applicable, Provider agrees it will perform the Services under this Contract in compliance with Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 in a manner that will ensure the religious freedom of Consumers is not diminished and it will not discriminate against any Consumer based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under this Contract will be used to promote the religious character and activities of Provider. If any Consumer objects to the religious character of the organization, Provider will immediately notify HCJFS.



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44. CHILD SUPPORT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider or the employees of Provider meets child support obligations established under state or federal law. Further, by executing this Contract Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in Chapters 3119, 3121, 3123, and 3125 of the Ohio Revised Code.

45. GRIEVANCE PROCESS

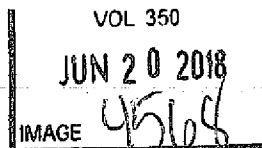
Provider will post its grievance policy and procedures in a public or common area at each contracted site so all Consumers and representatives are able to observe this policy. Provider will notify HCJFS in writing on a monthly basis of all grievances initiated by Consumers or their representatives involving the Services. Provider shall submit any facts pertaining to the grievance and the resolution of the grievance to HCJFS Contract Manager, no less frequently than monthly.

46. DEBT CHECK PROVISION

The Debt Check Provision, ORC 9.24, prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against whom a finding for recovery has been issued by the Ohio Auditor of State if the finding for recovery is unresolved. By entering into this Contract, Provider warrants and represents a finding for recovery has not been issued by the Ohio Auditor of State. Provider further warrants and represents Provider shall notify HCJFS within one (1) business day should a finding for recovery occur during any term of the Contract.

47. PROPERTY OF HAMILTON COUNTY

The deliverable(s) and any item(s) provided or produced pursuant to this Contract (collectively "Deliverables") shall be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. HCJFS is and shall be deemed the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire," or if there are any rights in the Deliverables not so conveyed to County and HCJFS, then Provider agrees to and by executing this Contract hereby does assign to County and HCJFS all worldwide rights, title, and interest in and to the Deliverables.



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County and HCJFS acknowledges that its sole ownership of the Deliverables under this Contract does not affect Provider's right to use general concepts, algorithms, programming techniques, or methodologies, that have been developed by Provider prior to or as a result of this Contract or that are generally known and available.

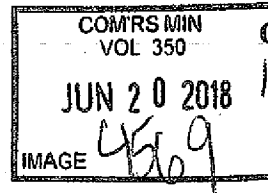
Any Deliverable provided or produced by Provider under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of County and HCJFS, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider will not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider will not include in any Deliverable any matter subject to copyright, patent, or other proprietary protection unless the owner gives prior written approval for County and HCJFS and Provider to use such matter. Provider agrees that all Deliverables will be made freely available to the general public unless HCJFS determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

48. CORRECTIVE ACTION PLANS

Provider agrees to notify HCJFS immediately of any Corrective Action Plan ("CAP") issued from any state or other county agency regarding the Services provided pursuant to this Contract. County and HCJFS may withhold Consumer Authorizations or immediately terminate this Contract (as applicable), upon written notice, if Provider fails to comply with any state or county CAP. HCJFS will send written notice to the Provider in the event Consumer Authorizations are being withheld. Upon request, Provider shall meet with HCJFS staff in a timely manner to provide a written plan detailing how it will respond to any CAP. Provider will also keep HCJFS informed of the current status regarding a CAP.

49. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C. 7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and any applicable Environmental Protection Agency regulations. Provider understands that violations of all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C.7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and any applicable Environmental Protection Agency regulations must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).



50. ENERGY POLICY AND CONSERVATION ACT

Provider agrees to comply with all applicable standards, orders or regulations issued relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871, 42 U.S.C. 6201).

51. CONTRACT CLOSEOUT

At the discretion and initiation of HCJFS, a contract closeout procedure may commence within ninety (90) days after the termination or expiration of this Contract to ensure at a minimum that all required forms, reports and deliverables were submitted to and accepted by HCJFS in accordance with this Contract.

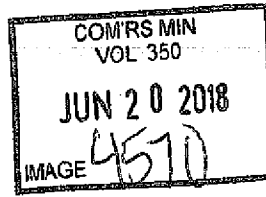
52. NOTICES

Any information or notice required to be given in writing under this Contract shall be effective upon receipt at the address of the addresses. For purposes of notice, the addresses of the parties shall be as follows:

If to Board:
County Administrator
Room 603
138 East Court Street
Cincinnati, OH 45202

If to Universal Transportation
Systems dba UTS:
Attn: CEO/Owner
Geoff Kuzio
5284 Winton Rd.
Fairfield, OH 45014

With a copy to:
Maira Weir, Director
222 Central Parkway
Cincinnati, OH 45202



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53. HCJFS CONTACT INFORMATION

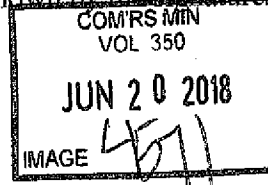
<u>Name</u>	<u>Phone #</u>	<u>Department</u>	<u>Responsibility</u>
Sheila Bass	513-946-2236	Contract Services	contract changes, contract language
Judy Leonard	513-946-2308	Program Services	Scope of service, Consumer Authorization, Services eligibility.

(Signatures appear on next page)

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The terms of this Contract are hereby agreed to by both parties, as shown by the signatures of representatives of each.

SIGNATURES



Board of County Commissioners,
Hamilton County, Ohio

Universal Transportation Systems

By: [Signature]
(Signature)

By: [Signature]
(Signature)

Name: Jeffrey W. Heston
(Print)

Name: GEOFF KUZIO
(Print)

Title: County Administrator
(Print)

Title: CEO
(Print)

Date: 6/2/18

Date: _____

Recommended By:

[Signature]
Maira Weir, Director
Hamilton County Department of Job & Family Services
Hamilton County, Ohio

Date: 6/04/18

Approved as to form:

By: [Signature]
Assistant Prosecuting Attorney
Hamilton County, Ohio