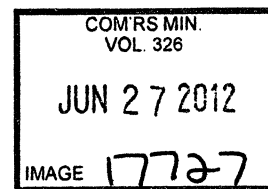


Contract #129394

## HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES

### PURCHASE OF SERVICE CONTRACT



This Contract is entered into on June 27, 2012 by and between the Board of County Commissioners, Hamilton County, Ohio (Hereinafter "County") on behalf of the Hamilton County Department of Job and Family Services (Hereinafter "HCJFS") and Ride Right, LLC, (Hereinafter "Provider") with an office at 16 Hawk Ridge Drive, Lake St. Louis, MO, 63367, whose telephone number is (636) 561-5686, for the purchase of Transportation Services.

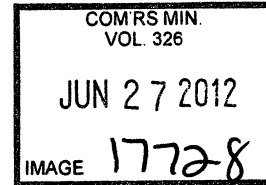
#### 1. TERM

This Contract will be effective from July 01, 2012 through June 30, 2014 (the "Initial Term") inclusive, regardless of execution date, unless otherwise terminated or extended by formal amendment.

The total amount of this Contract cannot exceed Fifteen Million Seventy Thousand Eight Hundred Ninety Eight Dollars (\$15,070,898.00) over the Initial Term of this Contract.

This Contract may be renewed for one (1) additional two (2) year term (the "Renewal Period"). HCJFS agrees to give Provider written notice at least one hundred twenty (120) days prior to the expiration of the Initial Term, of its intention not to renew.

The anticipated expenditure for the period July 1, 2012 to December 31, 2012 is \$3,842,724.50 for the period January 1, 2013 to December 31, 2013 is \$7,485,449.00 and from January 1, 2014 to June 30, 2014 is \$3,742,724.50.



## 2. SCOPE OF SERVICE AND EXHIBITS

### A. SCOPE OF SERVICES

Subject to terms and conditions set forth in this Contract and the attached exhibits (such exhibits are attached hereto and are deemed to be a part of this Contract as if fully set forth herein), Provider agrees to provide transportation services to Consumers (the transportation services will be individually known as the "Service" and collectively be known as the "Services"), as more particularly described in Exhibit I - Request for Proposals for Transportation Services RFP #SB0111R and all addendum thereto (the "Request for Proposals") and Exhibit II – Provider's Proposal for Transportation Services dated January 20, 2012 (the "Provider's Proposal"). The parties agree that the Bus Watch System service set forth in Exhibit II – Provider's Proposal is not a part of this Contract.

For purposes of this Contract, a "Consumer" shall mean an individual served under this contract whether a Medicaid eligible individual or a Non-Medicaid individual.

### B. EXHIBITS

Exhibits for this Contract are as follows:

1. Exhibit I - Request for Proposals;
2. Exhibit II - Provider's Proposal;
3. Exhibit III – Budget;
4. Exhibit IV - Form of Consumer Authorization;
5. Exhibit V -Invoice Details; and
6. Exhibit VI – Detailed Report.



### 3. 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:

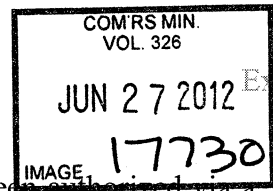
- A. Exhibit I - Request for Proposals;
- B. Exhibit II - Provider's Proposal;
- C. Exhibit III – Budget;
- D. Exhibit IV - Form of Consumer Authorization;
- E. Exhibit V -Invoice Details; then
- F. Exhibit VI – Detailed Report.

### 4. CONSUMER AUTHORIZATIONS

HCJFS staff will enter all Consumer authorizations into the HCJFS application. New or changed transactions will be uploaded and placed at the HCJFS designated SFTP site twice daily (Noon and 3 PM). Urgent transactions (those needing attention within the next 48 hours or less) will be uploaded and placed every half hour. The Provider shall download the Transportation Authorization Orders files and use them to provide the appropriate transportation.

#### A. Service For Which Prior Consumer Authorization Is Required

Subject to paragraph B, Provider agrees that it will only provide Services to Consumers who have been previously authorized and approved, in writing by HCJFS (the “Consumer Authorization”).



HCJFS will not pay for any Service that: i) has not been authorized via a Consumer Authorization, or ii) exceeds the approved number of trips on the Consumer Authorization.

It is the responsibility of Provider to monitor the number of trips set forth on each Consumer Authorization. Provider agrees that it will not receive payment for: i) any Service that exceeds the number set forth on the Consumer Authorization or ii) for which no Consumer Authorization has been issued. Provider is responsible for requesting additional Consumer Authorizations prior to the time such additional Services are rendered.

B. Medicaid NET Service For Which No Prior Consumer Authorization Is Required

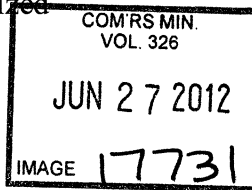
Notwithstanding anything to the contrary herein, Provider may provide Services to Consumers active within HCJFS' NET program during the current month for which no prior Consumer Authorization was issued, so long as the following applies:

1. The Consumer has an unanticipated need for medical transportation services which does not rise to the level to require transport by ambulance; and
2. To the extent HCJFS NET/PRS/Children's Services staff are not available, prior to the time Services are rendered, Provider had left a voice message or encrypted e-mail for such staff with the name of the Consumer, Social Security number of the Consumer, nature of emergency, addresses for pick up and drop off, and date and times of pick up and drop off.

HCJFS' NET/PRS/Family and Children's Services staff shall forward electronic encrypted authorization to the Provider upon retrieval of the voice message.

To the extent additional, anticipated Services are required for any Consumer for which the above paragraph B applies, Provider will only be

paid for any additional Services which have been previously authorized and approved pursuant to paragraph A.



C. Non-Medicaid Transportation – Family and Children’s Services  
Consumers For Which No Prior Consumer Authorization Is Required

Notwithstanding anything to the contrary herein, Provider may provide Services to Consumers active with HCJFS Family and Children’s Services during the current month for which no prior Consumer Authorization was issued, so long as the following applies:

1. The Consumer has an unanticipated need for transportation services;  
and
2. To the extent HCJFS NET/PRS/Family and Children’s Services staff are not available, prior to the time Services are rendered, Provider had left a voice message or encrypted e-mail for such staff with the name of the Consumer, Social Security number of the Consumer, nature of emergency, addresses for pick up and drop off, and date and times of pick up and drop off.

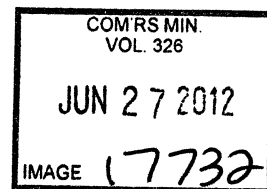
HCJFS’ NET/PRS/Family and Children’s Services staff shall forward electronic encrypted authorization to the Provider upon retrieval of the voice message.

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 have been previously authorized and approved pursuant to paragraph A.

**5. RESTRICTION ON TRANSPORTATION OF CERTAIN CONSUMERS**

- A. Consumers that have active cases with HCJFS Children’s Services cannot be transported with any non HCJFS Children’s Services Consumers.

- B. Consumers that have active cases with HCJFS Children's Services may be transported together unless otherwise specifically stated in the Consumer Authorization(s).



**6. EMPLOYEE QUALIFICATIONS**

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

**7. REPORTS**

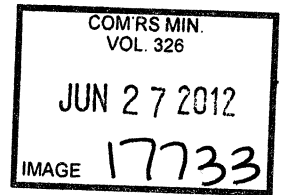
A. Required Documentation and Reporting

Records of all Service provided to all Consumers and all expenses incurred in relation to the provision of Services must be maintained. Provider will provide standard monthly reports to HCJFS fully addressing the categories set forth on Exhibit IV – Detailed Report, attached hereto and incorporated herein by reference.

B. Additional Reports

HCJFS reserve the right to request additional reports at any time during the Contract period. Provider shall use its best efforts to provide such additional reports within ten calendar (10) 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 of any of HCFJS' data relating to the provision of Services, in whatever media 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

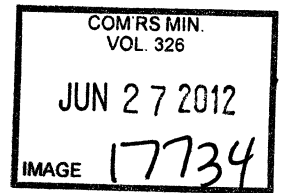
### A. Unit Rate Calculation

Provider has prepared budgets for the time periods beginning July 1, 2012 and ending June 30, 2014 and July 1, 2014 and ending June 30, 2016, attached hereto and incorporated herein by reference as Exhibit III (the "Budget"), which Provider understands will be the basis of calculation of the Unit Rate that will be used to compensate Provider 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 following costs were not included in the Budget and that these costs will not be included in any invoice submitted for payment:

1. cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair;
2. bad debt or losses arising from uncollectable accounts and other claims and related costs;
3. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
5. entertainment costs for amusements, social activities and related costs for staff only;

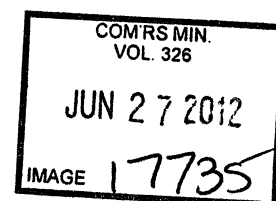


6. costs of alcoholic beverages;
7. goods or services for personal use;
8. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
9. gains and losses on disposition or impairment of depreciable or capital assets;
10. cost of depreciation on idle facilities, except when necessary to meet Contract demands;
11. costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in OAC 51 01 :2-47-25(n);
12. losses on other contracts'; organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
13. costs related to legal and other proceedings;
14. goodwill;
15. asset valuations resulting from business combinations;
16. legislative lobbying costs;
17. cost of organized fund raising;
18. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;



19. any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
20. advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
21. cost of insurance on the life of any officer or employee for which the facility is beneficiary;
22. major losses incurred through the lack of available insurance coverage;
23. cost of prohibited activities from section 5010(3) of the Internal Revenue Code. If there is a dispute regarding whether a certain item of cost is allowable, HCJFS' decision is final; and
24. costs associated with staff retention incentives.

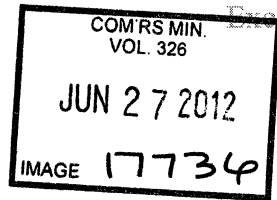
B. Unit Rate



HCJFS agrees to compensate the Provider Thirty Dollars and Forty-Nine Cents (\$30.49) (the "Unit Rate") per one-way vehicle trip per Consumer (a "Trip").

To the extent that there is a Renewal Period, HCJFS will compensate the Provider in the form of a Unit Rate in an amount that is not more than the Unit Rate set forth than Exhibit III – Budget for such time frame.

In no event will there be a fuel surcharge paid for the Initial Term or the optional Renewal Period.



C. Profit Margin

The parties agree that the profit margin for this Contract, as set forth in Provider's budget contained in Section 2.3 of Exhibit II – Provider's Proposal, will not be more than six percent (6%) 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 based upon a profit of not more than six percent (6%).

**9. BILLING AND PAYMENT**

Provider shall submit three (3) separate original invoices for Services delivered to the following Consumer categories:

1. Pregnancy Related and Healthchek (PRS);
2. Non Medicaid Family and Children's Services; and
3. All others.

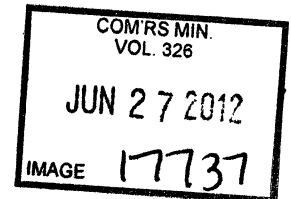
Each original invoice shall be sent via encrypted email and be sent each month to NET Fiscal Coordinator, 1st F1, Hamilton County Dept. of Job and Family Services, 222 East Central Parkway, Cincinnati, Ohio 45202 within thirty (30) days of the end of the service month. Provider shall make all reasonable efforts to include all Services provided during the service month on each of the above described invoices. Provider shall indicate the following on all invoices submit for payment:

1. Provider's name and address;
2. Federal Taxpayer ID
3. Purchase order number
4. Program identification;
5. Invoice date and number;
6. Billing period;
7. Total amount due for billing period; and
8. Aggregate profit earned to date.

Provider is required to update its data to reflect the status of any requested Trip and the applicable Unit Rate for each Trip requested. Provider must submit an "Invoice Details file" monthly to HCJFS via the HCJFS

designated SFTP site as referenced in Exhibit VI - Invoice Details. HCJFS reserves the right to change the structure and/or content of the "Invoice Details file".

- A. HCJFS reserves the right to withhold payment until such time as requested and/or required reports are received.
- B. HCJFS will not make payment for any Service, from either an original invoice or a supplemental invoice, which is submitted to HCJFS more than sixty (60) calendar days from the end of the service month. The HCJFS Fiscal Department has the final authority in determining if an invoice is either received timely or is accurate.
- C. For invoices which are received timely but are not accurate, there will be no extension of the time limitation set forth in paragraph C for resubmission of an invoice.
- D. For accurate invoices that are received timely, HCJFS will issue payments within sixty (60) calendar days after receipt of the invoice for all invoices received in accordance with the terms of this Contract. HCJFS will only pay for those Services for which Provider has complied with Section 4 - Consumer Authorizations.



## **10. AVAILABILITY AND RETENTION OF RECORDS**

Provider agrees that all records, documents, writing or other information, including, but not limited to, financial records, census records, Consumer records, and documentation are in compliance with the all federal, state, and local laws, rules and regulations. All records, documents, writings or other information, including, but not limited to financial, census and Consumer records used by Provider in the performance of this Contract are subject to the following.

- A. 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,

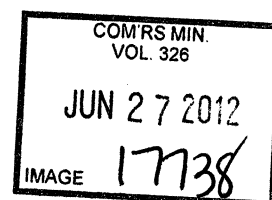
will be retained and made available locally by the Provider for inspection and audit by HCJFS, or other appropriate governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, the United States Department of Health and Human Services, or any duly appointed law enforcement officials and for a minimum of six (6) years after reimbursement for Services rendered under this Contract.

- B. If an audit, litigation or other action is initiated during the time period of the Contract, the Provider shall retain such records until the action is concluded and all issues are resolved or the six (6) years have expired, whichever is later.
- C. Provider agrees that 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 the written permission of HCJFS. Provider further agrees to maintain the confidentiality of Consumers served. No information on Consumers served will be released for research or other publication without the express written consent of the HCJFS Director.
- D. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles.
- E. Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be available for examination by HCJFS or its designee.

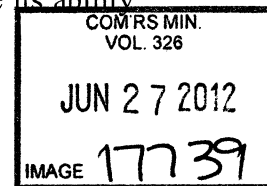
#### 11. NO ASSURANCES

Provider acknowledges that, by entering into this Contract, HCJFS is not making any guarantees or other assurances as to the extent, if any, that HCJFS will utilize Provider's services or purchase its goods.

In this same regard, this Contract in no way precludes, prevents, or restricts Provider from obtaining and working under additional contractual arrangements with other parties, assuming the contractual work in no way impedes Provider's



ability to perform the services required under this Contract. 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 provide the goods or perform the services under this Contract.



**12. PROGRAM DESCRIPTION**

Any program description intended for internal or external use shall state that referrals and funding are provided by HCJFS.

**13. CONFLICT OF INTEREST**

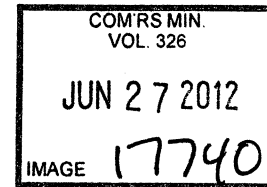
This Contract in no way precludes, prevents, or restricts the Provider from obtaining and working under an additional contractual arrangement(s) with other parties aside from HCJFS, assuming that the contractual work in no way impedes the Provider's ability to perform the Services required under this 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, which 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 or County officers or employees involved in the development of the specifications or the negotiation of this Contract. The Provider has no knowledge of any situation, which would be a conflict of interest.

It is understood that a conflict of interest occur when a HCJFS or County officer or 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. If a conflict of interest is discovered during the term of this Contract, HCJFS may exercise any right under the Contract, including termination of the Contract.

Provider further agrees to comply with state ethics laws as listed in the revised code chapters in ORC Sections 102, 2921 and the OAC Section 5101. By signing this Contract, Provider certifies to be in compliance with these provisions and any other applicable state ethics laws.



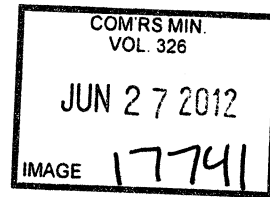
**14. ASSIGNMENT AND SUBCONTRACTING**

The parties expressly agree that this Contract shall not be assigned by Provider without the prior written approval of HCJFS. Provider may not subcontract any of the services agreed to in this Contract without the express written consent of HCJFS. All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract. Provider agrees it will remain primarily liable for the provision of all deliverables under this Contract and it will monitor any approved subcontractors to assure all requirements under this Contract are being met. HCJFS acknowledges and agrees that the following subcontractors may perform services in relation to this Contract: Medical Transportation Management, Inc., Meda-Care Transportation, Inc. and Wheels to Go.

Notwithstanding any other provisions of this Contract that would afford Provider an opportunity to cure a breach, Provider agrees the assignment of any portion of this Contract or use of any subcontractor, without HCJFS' prior written consent, is grounds for HCJFS to terminate this Contract with one (1) day prior written notice.

Without limiting HCJFS' right to terminate the Contract pursuant to this section, Provider must notify HCJFS within one (1) business day when Provider has knowledge that the subcontractor is out of compliance or unable to meet contract requirements. Should this occur, Provider will immediately implement a process to bring subcontractor into compliance. Provider shall provide HCJFS with written plan setting forth with specificity how compliance will be achieved.

If Provider decides to terminate such subcontractor's contract, Provider shall notify HCJFS of subcontractor's termination and make recommendations to HCJFS, for its written approval, of a replacement subcontractor. Provider is responsible for making direct payment to all subcontractors for any and all services provided by such subcontractor.



**15. GOVERNING LAW**

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

**16. INTEGRATION AND MODIFICATION**

This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and 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.

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

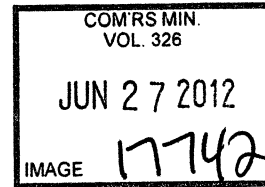
**17. SEVERABILITY**

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.

**18. TERMINATION**

**A. For Convenience**

This Contract may be terminated by either party upon notice, in writing, by delivering upon the other party a notice of termination not less than One Hundred Twenty (120) days prior to the effective date of termination.



B. For Cause

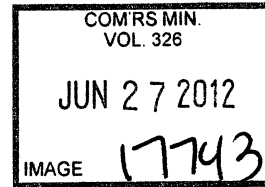
1. Material Breach

In the event of a Material Breach of this Contract by Provider, HCJFS may terminate this Contract, upon thirty (30) days prior written notice to Provider specifying the nature of the breach; provided that Provider shall have the opportunity to cure such breach within such thirty (30) day notice period. Any extension of time to cure any breach given to Provider by HCJFS shall be in writing and will not operate to preclude the future exercise of any rights or remedies HCJFS may have under this Contract.

If Provider has received three (3) previous notices from HCJFS specifying either a breach or breaches of this Contract by the Provider, a fourth notice by the HCJFS to the Provider specifying additional breach(es) of this Contract may result in termination of this Contract, at the option of HCJFS, upon seven (7) days prior written notice without an opportunity for Provider to cure such breach.

Material Breach shall mean an act or omission by Provider which violates or contravenes an obligation required of the Provider under this Contract and which, by itself or together with any other breach, has a substantial negative effect on, or thwarts, the purpose of this Contract. Material Breach shall not include an act or omission which is merely a technical or immaterial variation from the form of the Contract, or which has a trivial or negligible effect on quality, quantity, or delivery of the goods or services to be provided under this Contract, to the extent that in the opinion of HCJFS such technical or non-material variation does not rise to the level of a Material Breach when viewed in light of Provider's overall conduct under this Contract.





2. Other Reasons

Notwithstanding the above, based on substantiated allegations of inappropriate activities, behaviors and/or actions including, but not limited to, loss of required license, abuse or neglect of a Consumer, unethical behavior, or business violations, HCJFS reserves the right to terminate the Contract immediately upon delivery of a written termination notice to Provider.

C. Effect of Termination

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 the notice of termination describing the status of all work under this Contract, including without limitation, results accomplished and such other matters as HCJFS may require.

The parties further agree that should Provider become unable to complete the work requested in this Contract for any reason, such work as Provider has completed upon the date of its inability to continue the terms of this Contract shall become the property of HCJFS. HCJFS shall not be liable to pay Provider any further compensation after the date of termination.

In no event will Provider be liable for any damages due to HCJFS' documented failure to perform or for any failure arising from causes beyond the control or without the fault or negligence of Provider.

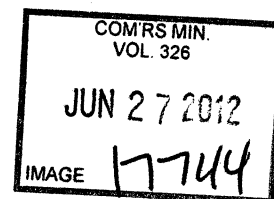
**19. COMPLIANCE**

Provider certifies that Provider and all subcontractors who provide Services under this Contract will comply with all requirements of federal, state, and local laws and regulations, applicable OMB circulars including, but not limited to, A-133, A-110, A-87, A-122 and A-21, in the conduct of work hereunder.

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.

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**

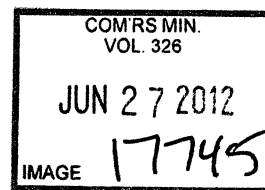


Provider certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including, but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

During the performance of this Contract, the 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. The 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 and regulations.

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 or subcontractors of said Provider.

**21. PROVIDER SOLICITATION OF HCJFS EMPLOYEES**



Provider warrants that for the duration of the Contract and all amendments or renewals with Hamilton County for this service, Provider will not solicit Hamilton County employees to work for Provider.

**22. RELATIONSHIP**

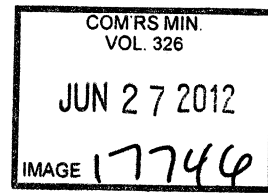
Nothing in this Contract is intended to, or shall be deemed to constitute a partnership, association or joint venture with the Provider in the conduct of the provisions of this Contract. Provider shall at all times have the status of an independent contractor without the right or authority to impose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

**23. DISCLOSURE**

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

**24. 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.



**25. NO ADDITIONAL WAIVER IMPLIED**

If either party 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.

**26. CONFIDENTIALITY**

The Provider agrees to comply with all federal, state and local laws applicable to HCJFS and/or Consumers concerning the confidentiality of 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. The 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. Provider will ensure that all Consumer documentation is protected and maintained in a secure and safe manner.

**27. AUDIT RESPONSIBILITY AND REVIEW OF PERFORMANCE**

- A. Audits will be conducted using a "sampling" method. Depending on the type of audit conducted, the areas to be reviewed using the sampling method may include but are not limited to months, expenses, total units, and billable units. If errors are found, the error rate of the sample period will be applied to the entire audit period.
- B. Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local audit directly related to the provision of Services under this Contract. 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.

Provider agrees to repay HCJFS any amount it received for duplicate billings, erroneous billings, or false or deceptive claims. In addition,

Provider recognizes and 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.

In addition, when an overpayment is identified and the overpayment cannot be repaid in one payment, Provider shall, upon request by HCJFS, enter into a Repayment of Funds Agreement (the "Repayment Agreement"), which shall detail at a minimum, payment amounts and due dates for payments. If payments are not made according to the Repayment Agreement future checks may be held until the repayment of funds is current. Checks held more than Sixty (60) days may be canceled and will not be re-issued.

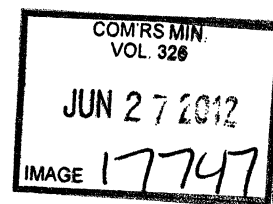
- C. Provider shall cause to be completed an annual independent audit for each year that Services are being rendered pursuant to this Contract. Provider agrees to forward to HCJFS a copy of its annual audit report within fifteen (15) days of receipt of such report.

Provider agrees to comply with all federal, state, and local laws, rules, and regulations relating to the Services being performed pursuant to this Contract.

- D. HCJFS reserves the right to evaluate the Services being provided by Provider. Evaluation activities may include, but are not limited to reviewing records, observing programs, and interviewing program employees and Consumers. Such evaluations will be conducted at Provider's own time and expense.

## 28. WARRANTIES AND REPRESENTATIONS

- A. Provider warrants and represents that it has the full and unrestricted right, power and authority to enter into this Contract and to perform Provider's obligations in accordance with the terms of this Contract.

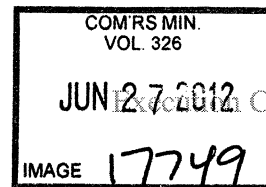


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- B. Provider warrants and represents that it will perform all Services in compliance with and in accordance with the requirements and specifications set forth in Section 1.2 (Scope of Services) of Exhibit I - Request for Proposals and in a professional and work like manner in accordance with applicable professional standards, using employees and subcontractors having the proper expertise, skills, training and professional education to render the Services.
- C. Provider warrants and represents that it is qualified to do business in the State of Ohio and has all requisite legal power and authority to execute this Contract and to carry out its terms, conditions and provisions. All required action needed to authorize the execution, delivery and performance by Provider of this Contract and the transactions contemplated hereby have been taken and are in full force and effect. This Contract has been duly executed and delivered and constitutes the valid, legal and binding obligation of Provider, enforceable in accordance with the terms hereof except as the enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and other forms of equitable relief are subject to equitable defenses at the discretion of the court before which any proceedings therefore may be brought and the principles of equity in general. There are no suits, threatened or pending, nor claims against Provider, that might materially adversely affect the ability of Provider to meet and carry out its obligations under this Contract. Execution of this Contract by Provider will not contravene any provision of, or constitute a default under, any other agreement or instrument to which it is a party or by which it or its property may be bound.
- D. Provider warrants and represents that any claims made for payment for Services provided shall be for actual services rendered to Consumers and will not duplicate claims made by the Provider to other sources of public funds for the same service.
- E. Provider warrants and represents that it will maintain a separate General Ledger account to record all revenue and expenses in relation to this Contract.



**29. 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:

1. Reduce the utilization of the services provide under this Contract, without change to the terms and conditions of the Contract: or
2. Issue a notice of intent to terminate the Contract.

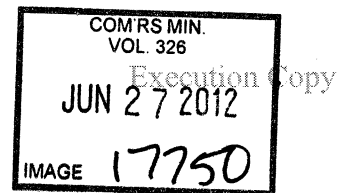
HCJFS will notify Provider at the earliest possible time of such decision. No penalty shall accrue to HCJFS in the event either of these provisions is exercised. HCJFS shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

**30. 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, which prevents Provider from carrying out its obligations contained herein.



**31. LEGAL ACTION**

Any legal action brought pursuant to the Contract will be filed in the courts located in Hamilton County, Ohio and Ohio law will apply.

**32. PUBLIC RECORDS**

This Contract is a matter of public record under the laws of the State of Ohio. Provider agrees to make copies of this Contract promptly available to any requesting party. By entering into this Contract, Provider acknowledges and agrees that records maintained by Provider pursuant to this Contract may be deemed public records and subject to disclosure under Ohio law.

**33. DRUG-FREE WORKPLACE**

Provider agrees that it will comply with all applicable state and federal laws regarding a drug-free workplace as outlined in 45 CFR Part 76, Subpart F. Provider will make a good faith effort to ensure that all employees, while performing duties or responsibilities, under this Contract will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

**34. 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 to Consumers.

**35. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH**

Although information about and generated under this Contract may fall within the public domain, Provider will not release information about or related to this Contract to the general public or media verbally, in writing, or by any electronic



means without prior approval from the HCJFS Communications Director, unless Provider is required to release requested information by law.

HCJFS reserves the right to announce to the general public and media: award of the Contract, Contract terms and conditions, scope of work under the Contract, deliverables and results obtained under the Contract, impact of Contract activities, and assessment of Provider's performance under the Contract.

Except where HCJFS approval has been granted in advance, the Provider will not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Contract award, Contract terms and conditions, Contract scope of work, government-furnished documents HCJFS may provide to Provider to fulfill the Contract scope of work, deliverables required under the Contract, results obtained under the Contract, and impact of Contract activities. If contacted by the media about this Contract, Provider agrees to notify the HCJFS Communications Director in lieu of responding immediately to media queries. Nothing in this section is meant to restrict Provider from using Contract information and results to market to specific Consumers or prospects.

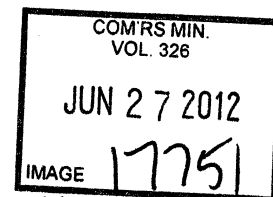
### **36. AMENDMENTS**

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

It is further agreed that any amendments to laws or regulations cited herein will result in the related modification of this Contract, without the necessity for a written amendment.

### **37. INDEMNIFICATION**

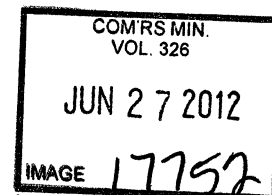
To the fullest extent permitted by and in compliance with applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Board of County Commissioners, Hamilton County, Ohio and HCJFS and their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions,



administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation's (of any party involved in the subject of this Contract), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, performance of the terms of this Contract including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor's (s') employees and agents, assigns, and those designated by Provider to perform the work or services encompassed by the Contract. Provider agrees to pay all Damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

### **38. INSURANCE**

Provider represents and agrees that it will comply with the Insurance provisions set forth in Section 2.7 of Exhibit I - Request for Proposals.



### **39. LOBBYING**

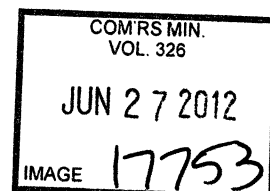
Provider warrants and represents that during the life of the Contract, it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, 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 it shall disclose any lobbying with any non-Federal funds that takes place in connection with obtaining any Federal award. Upon receipt of notice, HCJFS will 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.

### **40. GRIEVANCE PROCESS**

Provider will notify HCJFS and HCJFS shall notify Provider (to the extent permitted by rule or law) in writing on a monthly basis of all grievances initiated

by Consumers or their parents or guardians that involve the Services provided through this Contract. Provider shall submit all facts pertaining to the grievance and the resolution of the grievance.

Provider will use its best efforts to post and distribute the grievance policy and procedure in a manner so that all Consumers and their parents or guardians are aware of this process.



**41. PROPERTY OF HAMILTON COUNTY**

To the extent any item is produced under this Contract or with funds provided under this Contract, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of County, 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 agrees the deliverables will be made freely available to the general public unless HCJFS determines, pursuant to federal and state law, that such materials are confidential.

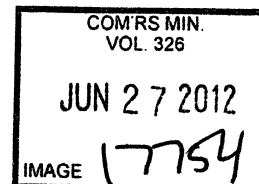
**42. DEBARMENT AND SUSPENSION**

Provider warrants and represents that it is not included on the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs: (the "List") in accordance with Executive Order 12549 and 12689. Provider must immediately notify HCJFS if Provider is added to the List at any time during the life of this Contract. Upon receipt of notice, HCJFS will issue a termination notice in accordance with the terms of the Contract. If Provider fails to notify HCJFS, HCJFS reserves the right to immediately suspend payment and terminate the Contract.

**43. CHILD SUPPORT**

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider or the employees of Provider meet 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 Ohio law.



**44. DEBT CHECK PROVISION**

Ohio Revised Code Section 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 who a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved. By entering into this Contract, Provider warrants that a finding for recovery has not been issued to Provider by the Auditor of State. Provider further warrants that Provider shall notify HCJFS within one (1) business day should a finding for recovery occur during the Contract term.

**45. 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.

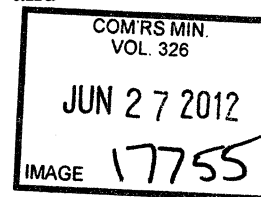
**46. ENERGY POLICY AND CONSERVATION ACT**

Provider agrees to comply with all applicable standards, orders or regulations issued relating to energy efficiency that 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).

**47. 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 regulation. 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 regulation must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).



#### 48. NOTICES

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

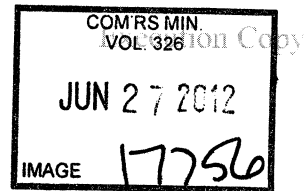
If to Board:  
County Administrator  
Room 603  
138 East Court Street  
Cincinnati, OH 45202

If to Ride Right, LLC  
Attn: CEO  
16 Hawk Ridge Drive  
Lake Saint Louis, MO 66367

If to HCJFS:  
Moirra Weir  
Director  
222 Central Parkway  
Cincinnati OH 45202

#### 49. HCJFS CONTACT INFORMATION

| NAME           | PHONE #      | DEPARTMENT              | RESPONSIBILITY  |
|----------------|--------------|-------------------------|---|
| Sheila Bass    | 513-946-2236 | Contract Services       | Contract changes, Contract language, Budget, audits           |
| Carol Crawford | 513-946-1090 | Fiscal/Program Services | Billing and payment   |
| Debbie Brown   | 513-946-1016 | Program Services        | Scope of service, Consumer Authorization, Service eligibility |
| Amy Story      | 513-946-1474 | Program Services        | Scope of service, Consumer Authorization, Service eligibility |



**SIGNATURES**

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

**BOARD OF COUNTY COMMISSIONERS,  
HAMILTON COUNTY, OHIO**

**RIDE RIGHT , LLC**

By: Christian Seymour

By: Alaina Macia'

Name: \_\_\_\_\_

Printed  
Name: Alaina Macia'

Title: County Administrator

Title CEO

Date: 6/27/12

Date: 6/25/12

Recommended By:

[Signature]

Date: 6-27-12

Moir Weir, Director  
Hamilton County Department of Job & Family Service  
Hamilton County, Ohio

Approved as to form:

By: \_\_\_\_\_  
Assistant Prosecuting Attorney  
Hamilton County, Ohio