

# Butler County Veterans Service Commission

## Purchase of Service Contract

This Contract is entered into by and between the Butler County Veterans Service Commission ("BCVSC") and **Partners in Prime/Community First Solutions** with its main office located at **230 Ludlow Street, Hamilton, OH 45011**, whose telephone number is **(513)867-9195**, for the purchase of **Transportation** services identified under Exhibit 1, Services to Be Purchased.

This instrument embodies the entire contract 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.

### 1. TERM / CONTRACT AMOUNT

This Contract shall be effective from April 13, 2020 (Date contract signed by BCVSC and Provider) and shall remain in effect through MARCH 31, 2023 inclusive, unless otherwise terminated or extended by formal amendment at BCVSC discretion.

BCVSC acknowledges that Provider has or may have provided services contemplated by the terms of this Contract commencing April 13, 2020 (Date contract signed by BCVSC and Provider). BCVSC further acknowledges the receipt of and the obligation to reimburse Provider for such services upon presentation of timely and properly documented invoice(s). No services provided prior to the commencement date shall be covered under the terms of this contract.

The maximum amount payable for this Contract shall not exceed ONE MILLION ONE HUNDRED AND FIFTY TWO THOUSAND (\$1,152,000) for the three year contract period.

### 2. SCOPE OF SERVICE

Subject to terms and conditions set forth in this contract and Exhibits (such Exhibits are deemed to be a part of this contract as fully as if set forth herein), Provider agrees to perform the services as described in Exhibit 1, Services to be Purchased, and Exhibit 2, Reimbursement Policy.

### 3. EXHIBITS

When variations occur between the contract language and the language of Exhibit 1, Exhibit 2 and any attachments, the language of Exhibit 1, Exhibit 2 and any attachments shall govern.

The extent to which any of the terms of this contract shall be made inapplicable or amended is set forth in Exhibit 3, attached to this contract. If an Exhibit 3 is **not** attached to this contract, all terms of this contract shall be in full force and effect according to the terms of this Contract, Exhibit 1, and Exhibit 2.

### 4. ELIGIBILITY

Unless otherwise defined in Exhibit 1, service is to be provided only for referrals made to Provider by BCVSC on behalf of a BCVSC client.

### 5. NON-EXCLUSIVE

This is a non-exclusive Contract, and BCVSC may purchase the same or similar items or services from other Providers at any time during the term of this Contract. Provider acknowledges that, by entering into this Contract, BCVSC is not making any guarantees or other assurances as to the extent, if any, that BCVSC will utilize Provider's services or purchase its goods, and is only agreeing to establish unit rates for the services that the BCVSC actually purchases from Provider.

In this same regard, this Contract in no way precludes, prevents, or restricts Provider from obtaining and working under additional contractual arrangement(s) with other parties, so long as such additional contractual work does not impede Provider's ability to perform the services required under this Contract.

## **6. AVAILABILITY OF FUNDS**

This Contract is conditioned upon the availability of local funds which are appropriated in a specific property tax millage by the Auditor of the county and allocated by the BCVSC in its sole discretion for payment of services provided pursuant to this Contract.

If funds are reallocated in lesser quantities than the initial allocation, BCVSC may reduce the scope of service purchased and/or reduce the total contract dollars. If funds are not allocated or available for the continuance of the function performed by Provider hereunder, the products or services directly involved in the performance of that function may be terminated by BCVSC at the end of the period for which funds are available. BCVSC will notify Provider at the earliest possible time of any product or services which will or may be affected by a shortage of funds.

No penalty shall apply to BCVSC in the event this provision is exercised and BCVSC shall not be obligated or liable for any future payments due or for any damages as a result of termination or reduction under this section.

## **7. AMENDMENT**

This contract may be amended, upon agreement of both parties, by a written document signed by a duly authorized representative of each of the parties. Any such modification shall be attached hereto and become a part hereof and shall be executed in the same fashion as the original.

BCVSC reserves the right to amend or renegotiate the Contract if the requirements of the program are substantially changed, thereby necessitating changes to the program delivery structure to ensure compliance with the rules and regulations governing the administration of the program.

Contracts may not be amended after lapse or termination of the Contract.

## **8. TERMINATION**

This contract may be terminated by either party upon notice, in writing, delivered to the other party prior to the effective date of termination. Should either party wish to terminate this contract, that party shall deliver the notice of termination thirty (30) days prior to the effective date of termination.

Should Provider become unable to provide the services agreed to in this Contract for any reason or if Provider otherwise materially breaches this Contract, such services as Provider has provided upon the date of its inability to continue the terms of this contract shall be eligible to be billed and paid according to the provisions of Contract Section 19- REIMBURSEMENT and Exhibit 2, subject to any claim or setoff by BCVSC for overpayment or other causes.

BCVSC shall not be liable to tender and/or pay to Provider any further compensation after the date of Provider's inability to complete the terms hereof, which date shall be the date of termination, unless extended upon request by BCVSC.

Notwithstanding the above, Provider shall not be relieved of liability to BCVSC for damages sustained by BCVSC by virtue of any breach of the Contract by Provider and BCVSC shall not be relieved of liability to Provider for damages sustained by Provider by virtue of any breach of the Contract by BCVSC.

## **9. PUBLIC RECORD**

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. Upon request made pursuant to Ohio

law, BCVSC shall make available the Contract and all public records generated as a result of this contract.

By entering into this Contract, Provider acknowledges and understands that the records maintained by Provider pursuant to this Contract may be deemed public records and subject to disclosure under Ohio law.

## 10. INSURANCE

Provider agrees to procure and maintain for the duration of this contract the following insurance: insurance against claims for injuries to persons or damage to property which may arise from or in connection Provider's products or services as described in this contract; auto liability; professional liability (errors and omissions) and umbrella/excess coverage. Further, Provider shall procure and maintain for the duration of this Contract Workers Compensation coverage. The cost of the insurance shall be borne by Provider. All provided insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A; VII. Provider shall purchase the following coverage and minimum limits:

**A) Commercial general liability** insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or the equivalent with limits of at least one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate and at least one hundred thousand dollars (\$100,000) coverage in legal liability fire damage. Coverage shall include:

- 1) Additional insured endorsement;
- 2) Product liability;
- 3) Blanket contractual liability;
- 4) Broad form property damage;
- 5) Severability of interests; and
- 6) Joint venture as named insured (if applicable)

**B) Endorsements** for physical abuse claims and for sexual molestation claims at a minimum of three hundred thousand dollars (\$300,000.00) per occurrence and one million dollars (\$1,000,000.00) in the aggregate.

**C) Business auto liability** insurance of at least one million dollars (\$1,000,000.00) combined single limit on all owned, non-owned, leased and hired automobiles when used to provide services directly under this Contract. If the Contract contemplates the transportation of BCVSC clients and Provider provides this service through the use of its employees' privately owned vehicles, then Provider's Business Auto Liability insurance shall be excess to the employees' privately owned vehicle insurance and shall provide coverage above its employees' privately owned vehicle coverage. Provider's business auto liability policy shall be endorsed to provide this coverage.

Provider shall not allow anyone to transport BCVSC clients who currently has six (6) or more points on his or her license, has a conviction for driving while under the influence of alcohol or drugs, or is not insured by a policy with coverage that meets or exceeds the limits specified in the preceding paragraph.

**D) Umbrella and excess liability** insurance policy with limits of at least one million dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general, professional liability and business auto primary policies and containing the following coverage:

- 1) Additional insured endorsement
- 2) Pay on behalf of wording;
- 3) Concurrency of effective dates with primary;
- 4) Blanket contractual liability;
- 5) Punitive damages coverage (where not prohibited by law);
- 6) Aggregates: apply where applicable in primary;

- 7) Care, custody and control – follow form primary;
- 8) Drop down feature.

**E) Workers' Compensation** insurance at the statutory limits required by the Ohio Revised Code.

Provider further agrees that **1)** all commercial general, business auto and umbrella/excess liability policies shall state "Butler County Board of County Commissioners and Butler County Veterans Service Commission, their officials, employees, agents and volunteers are endorsed as additional insured parties", **2)** each required insurance policy shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) days prior written notice to BCVSC.

Provider shall furnish BCVSC with original certificates of insurance and amendatory endorsements affecting coverage prior to contract commencement. BCVSC reserves the right to require, at any time during the Contract period, complete certified copies of all required insurance policies and endorsements affecting coverage.

Provider shall declare any self-insured retention to BCVSC pertaining to liability insurance. Provider shall provide a financial guarantee, satisfactory to BCVSC, guaranteeing payment of losses and related investigations, claims, administration and defense expenses for any self-insured retention.

If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following; 1) unlimited extended reporting coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy (tail coverage), or 2) continuous coverage from the original retroactive date of coverage. The original retroactive date means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Contract with BCVSC.

Provider shall fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.

Except to the extent of their own liability, Provider's insurance coverage shall be primary insurance with respect to Butler County Board of County Commissioners, BCVSC, their officials, employees, agents and volunteers. Any insurance maintained by Butler County Board of County Commissioners or BCVSC shall be excess of Provider's insurance and shall not contribute to it.

Maintenance of the proper insurance for the duration of the Contract is a material element of the Contract. Material changes in the required coverage or cancellation of coverage shall constitute a material breach of the Contract.

Any/all subcontractors are subject to the same insurance requirements contained within this contract, including the insurance requirement in which BCVSC and the Butler County Board of County Commissioners are listed as additional insured parties. Provider shall obtain and keep on file copies of all required insurance documents from any subcontractor approved by BCVSC to provide services under this contract.

## **11. INDEMNIFICATION**

Provider agrees to protect, defend, indemnify, and hold harmless the Butler County Board of County Commissioners and BCVSC and their 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 (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) officers, 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 Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

Government entity providers subject to legally imposed limits on indemnification shall indemnify to the extent of their insurance coverage as required in Section 10 and their self-insured retention.

## **12. ASSIGNMENT AND SUBCONTRACTING**

The parties expressly agree that this Contract shall not be assigned by Provider without the prior written approval of BCVSC.

Provider shall not subcontract any of the services agreed to in this Contract without the express written consent of BCVSC. All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract. Provider is responsible for making direct payment to all Subcontractors for any and all services provided by such Subcontractor.

Provider shall enter into a binding legal contract or written agreement with any/all approved Subcontractors and shall provide a copy of said contracts to BCVSC within ten (10) business days of contract execution.

Provider shall monitor any approved Subcontractors to assure all requirements under this Contract are being met. Provider shall notify BCVSC as soon as reasonably practicable when Provider learns that any Subcontractor is out of compliance or unable to meet Contract requirements. Should this occur, Provider shall immediately implement a process whereby either the Subcontractor is brought into compliance as soon as reasonably possible or the Subcontractor's Contract with Provider is terminated. Provider shall provide BCVSC with written documentation regarding how compliance will be achieved. In the event of termination of a subcontractor, Provider shall notify BCVSC of Subcontractor's termination and shall make recommendations to BCVSC of a replacement subcontractor. All replacement Subcontractors are subject to the prior written consent of BCVSC.

Notwithstanding any other provisions of this Contract that affords Provider an opportunity to cure a breach, Provider agrees that the assignment of any portion of this Contract or use of any subcontract without the prior written approval of BCVSC is grounds for BCVSC to terminate this contract upon delivery of written notice.

## **13. INDEPENDENT CONTRACTOR STATUS**

Provider and BCVSC intend that an independent contractor relationship be created by this Agreement, and nothing herein shall be construed as creating an employer/employee relationship, partnership, joint venture, or other business group or concerted action. Provider shall pay all wages, salaries, retirement plan payments and other amounts due its employees in connection with this Agreement and Provider shall make appropriate filings with the taxing authorities to account for and make all payments required by the local, state, and federal authorities to include income tax, social security, and Medicare payments for Provider and any person(s) employed by Provider. Provider shall be responsible for all reports and obligations relating to social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters. However, if BCVSC determines that taxes should be withheld, BCVSC reserves the right to unilaterally withhold, as appropriate, and to notify Provider accordingly.

Since Provider and BCVSC are contracting parties independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other,

unless otherwise expressly agreed to in writing signed by both parties hereto. Provider covenants to expressly indicate to any third-party vendor who is or may be doing business with BCVSC that it has no authority to bind BCVSC. Moreover, at no time shall Provider hold itself out as an agent, subsidiary or affiliate of BCVSC for any purpose, including reporting to any government authority, and shall have no authority to bind BCVSC to any obligation.

#### **14. BREACH OR DEFAULT OF CONTRACT; WAIVER**

Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, BCVSC may exercise any and all available administrative, contractual, equitable or legal remedies, not to exceed \$384,000. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and BCVSC retains the right to exercise all remedies mentioned herein.

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. Provider waiver requests shall be submitted in writing to the BCVSC Director or his/her designee. BCVSC will respond to waiver requests within ten (10) business days.

In the event of repeated waiver requests both parties agree to meet, at the request of either party, to discuss a possible amendment to the terms of the contract.

#### **15. 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 enforceable to the fullest extent permitted by law.

#### **16. CONFIDENTIALITY**

Provider shall maintain the confidentiality of all BCVSC clients and shall comply with all federal and state laws applicable to BCVSC and/or clients of BCVSC concerning the confidentiality of BCVSC clients.

Provider agrees that the use or disclosure of information, systems or records concerning BCVSC clients for any purpose not directly related to the administration of this Contract is prohibited and access to the identities of any BCVSC clients shall be limited to that which is necessary for the purpose of performing Provider's responsibilities under this Contract.

No information on clients served will be released for research or other publication without the express written consent of the BCVSC Director or designee.

#### **17. RECORDS**

Provider shall practice generally accepted accounting practices and procedures and maintain accurate records, reports, payrolls, etc., which sufficiently and properly reflect all direct costs of any nature incurred by Provider in the performance of this Contract.

Provider shall maintain, protect and preserve in a reasonably secure and safe manner all records relating to the services provided and/or used in the administration of the program, including, but not limited to, client records, eligibility determination records, financial records, census records, and documentation of legal compliance with all applicable Ohio Revised Code and Ohio Administrative Code rules for a minimum of three (3) years after final payment is made under this Contract.

Subject to applicable law, such records shall be made available upon request at all reasonable times for audit and/or review by duly authorized personnel of BCVSC, Board of County Commissioners of Butler County, State of Ohio (including, but not limited to, the Ohio Department of Veterans Services, Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the

United States Government for a minimum of three (3) years after final payment is made under this contract. If an audit of any nature is initiated during this time period, Provider shall retain such records until the audit is concluded and all issues resolved.

Provider shall request the maintenance of all records for a like period of time that are in the possession of any third party performing work related to this contract, unless otherwise directed by BCVSC.

Provider shall 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 express written consent of BCVSC.

## **18. UNIT RATES**

Exhibits 1 and/or 2 of this Contract identify the units of service as zones of travel approved and located within the BCVSC districts for medical care. All trips require authorizations as issued by BCVSC. If Provider offers services collectively or individually in excess of trips specifically authorized by BCVSC for an individual client or for all clients, Provider shall bear the cost of the services provided.

If Provider feels there is a need for additional units of service in individual cases or for the contract as a whole, it is the responsibility of Provider to obtain written approval from BCVSC administration prior to providing the additional units of service. Lack of diligence in securing such approval in advance shall not operate to the financial prejudice of BCVSC and thus BCVSC shall not be obligated to approve or pay for any services provided in excess of those it has authorized.

Should BCVSC agree to an increase in the authorized number of units of service, amendment language will be formulated by BCVSC for incorporation into the Contract via BCVSC's contract amendment process. No contract modifications shall become effective until they are formally amended per Contract Section 7 – Amendment.

## **19. REIMBURSEMENT**

Provider warrants that claims made to BCVSC for payment of services provided shall be for actual services rendered to eligible clients and further warrants not to duplicate claims made by Provider to other sources of public or private funds for the same service.

BCVSC agrees to compensate Provider in accordance with the rates outlined in Contract Exhibit 2, Reimbursement Policy, for the services performed by Provider.

All requests for reimbursement shall have adequate supporting documentation. Required documentation specific to this contract is listed in Exhibit 2 – Reimbursement Policy.

Records of service provided to eligible clients and all expenses incurred in the operation of the program shall be maintained per Contract Section 17 - Records. Service and expenses for which there is insufficient documentation will not be reimbursed, or will be recovered through the audit process; provided that BCVSC will notify Provider if it reasonably determines that there is insufficient documentation, and Provider will have five (5) working days to supplement such insufficient documentation.

**A) Billing:** Invoices shall be sent each month to BCVSC within fifteen (15) days of the end of the service month. Provider shall make all reasonable efforts to include all service provided during the service month on the invoice. Unless the Provider provides advance written notice to BCVSC of a reasonable anticipated delay, BCVSC shall not make payment for any service, based upon either an initial invoice or a supplemental invoice, for which a request for reimbursement is submitted to BCVSC more than ninety (90) calendar days from the end of the service month. For invoices which are received timely but are not accurate, there shall be no extension of time limitations.

Invoices shall include Provider's name and address, program name, BCVSC account number, invoice number, invoice period, invoice amount and any special documentation identified in Contract Exhibit 2, Reimbursement Policy.

Untimely invoices and/or invoices which repeatedly contain errors shall be grounds for termination pursuant to Contract Section 8, Termination.

All invoices and supporting documentation shall be subject to audit and adjustment by BCVSC and the State of Ohio after payment is made. Attention is directed to Contract Section 20, Audit Responsibility (of Provider).

**B) Payment:** BCVSC will review Provider's invoice for completeness of required information before making payment, but within thirty (30) working days after receipt of a complete and accurate invoice. Any adjustments by BCVSC to the invoice will be identified in an adjustment letter to Provider, to be issued timely with the payment check. If Provider's invoice is incomplete, payment will be delayed until receipt of required information.

In the event BCVSC intends to withhold any amount due to the lack of sufficient documentation, BCVSC will promptly notify Provider in writing and Provider will have five (5) working days to supplement such insufficient documentation.

## **20. AUDIT RESPONSIBILITY**

Provider shall accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local entities directly related to Provider's performance of this Contract.

Subject to applicable law, audits will be conducted using a "sample" method. Depending on the type of audit conducted, the areas to be reviewed using the sample method may include, but are not limited to months, expenses, total units, and billable units. If errors are found, the error rate of the audit sample will be applied to the entire audit period.

Provider recognizes and agrees BCVSC may recover money erroneously paid under this Contract by withholding a reasonable amount of money due or recovering the same through any appropriate and lawful method; provided that BCVSC shall provide Provider with advance written notice if it intends to withhold a reasonable amount of money due.

Provider shall repay BCVSC, with interest at the statutory rate, the full amount of payment received for duplicate billing, erroneous billings, or false or deceptive claims. When an overpayment is identified and the overpayment cannot be repaid in one month, Provider shall sign a repayment of funds agreement or BCVSC shall withhold the overpayment from monies due Provider. If payments are not made according to the agreed-upon terms, future checks will be held until the repayment of funds is current. Checks held more than sixty (60) days will be canceled and will not be re-issued. BCVSC may, in its sole discretion, allow a change to the terms of the repayment of funds agreement. Any change to the repayment of funds agreement shall require a formal amendment to be signed by all parties. An amendment to the repayment of funds agreement may also be required by BCVSC or Provider if any additional changes or issues develop or need to be addressed as determined by BCVSC or Provider, or to comply with applicable law.

BCVSC reserves the right not to increase the rate(s) of payment or the overall Contract amount for services purchased under this Contract if there is any outstanding or unresolved issue related to any audit finding.

## **21. PROPERTY OF BUTLER COUNTY**

Subject to applicable law, all items produced under this Contract or with funds provided under this Contract, including, but not limited to, documents, data, photographs and negatives, electronic reports /

records, or other media are the property of Butler County, which has an unrestricted right to reproduce, distribute, modify, maintain and use any or all such deliverables.

Provider shall not obtain copyrights, patents, or other proprietary protection for the deliverables produced under this contract; nor shall Provider include any copyrighted matter in the deliverables produced pursuant to this Contract.

## **22. PROVIDER EMPLOYEE / PERSONNEL REQUIREMENTS**

Provider shall employ only adequately trained and appropriately credentialed staff. Provider certifies that upon hire and during their service for Provider, all employees and subcontractors shall be fully qualified and trained to perform the required services at a generally acceptable competence level.

Provider shall complete an Ohio Bureau of Criminal Identification and Investigation (BCII) check for each employee and subcontractor. All record checks shall be completed prior to commencing employment or subcontracting and yearly thereafter.

Individuals with a conviction or with an arrest for which final disposition is pending in the following categories are to be disqualified from providing service under the terms of this contract:

- A.) Criminal conduct;
- B.) Violent or sexually exploitive conduct;
- C.) Drug related offenses.

Individuals transporting clients must have a current and valid driver's license. If Provider utilizes a non-resident college student, a valid license from the student's state of residence will be acceptable. A Bureau of Motor Vehicles (BMV) transcript shall be obtained for each individual transporting BCVSC clients. In the case of a non-resident college student, Provider shall obtain transcripts from both the State of Ohio BMV and the student's state of residence.

Provider shall not allow any individual to transport BCVSC clients who currently has six (6) or more points on his/her operator's license, has a conviction for driving while under the influence of alcohol or drugs, or is not insured by a policy or policies with coverage that meets or exceeds the limits specified in Contract Section 10 – Insurance.

Provider shall maintain written detailed policies regarding staff and subcontractor recruitment procedures, screening procedures, references, BCII checks and training methods.

## **23. COMPLIANCE**

Provider and BCVSC shall comply with all requirements of federal laws and regulations, applicable OMB circulars, state statutes and Ohio Administrative Code rules in the conduct of work hereunder.

## **24. GOVERNING LAW**

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

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

## **25. CONFLICT OF INTEREST**

Provider shall not permit funds to be paid or committed to be paid to any corporation, firm, association or business in which any of the members of the governing body of the agency, executive personnel or their immediate families have any direct or indirect financial interest, or in which any of these persons serves as an officer or employee; unless the goods or services involved are provided at a competitive cost and under terms favorable to the Provider. Provider shall make written disclosure of any and all financial

transactions of the Provider in which a member of his/her immediate family or executive personnel or their immediate family is involved.

This Contract in no way precludes, prevents, or restricts Provider from obtaining and working under additional contractual arrangement(s) with other parties aside from BCVSC, assuming that 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 which will impede its ability to perform the services under this Contract.

Provider further agrees that there is no financial interest involved on the part of any BCVSC officers, Board of County Commissioners or employees of Butler County involved in the development of the specifications or the negotiation or actual performance of this Contract. Provider has made a reasonable inquiry among its board members, administrative staff and employees involved in providing services under this Contract to determine whether an actual or potential conflict of interest exists. Based on that inquiry, Provider has uncovered no evidence of an actual or potential conflict of interest among its board, administrative staff, and/or employees involved in providing services under this contract. It is understood that a conflict of interest occurs when any member of the Provider's Board, administrative staff, or employee involved in providing services under this Contract has a financial or other interest in the Contract aside from compensation for services rendered or receives personal favors as a result of the signing or performance of this Contract.

Provider shall report the discovery of any potential conflict of interest to BCVSC. If a conflict of interest occurs or is discovered during the term of this contract, BCVSC may exercise any right under the Contract, including termination.

Provider shall comply with Ohio ethics laws as listed in Ohio Revised Code Chapters 102 and 2921. By signing this Contract, Provider certifies that it is and shall remain in compliance with these provisions.

## **26. 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 period 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 BCVSC' 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; lightning; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint on government and/or people; civil disturbances; and explosions.

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

## **27. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH**

BCVSC reserves the right to announce the following 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.

Provider shall not release information about or related to this contract to the general public or media verbally, in writing, or by electronic means without prior written approval from BCVSC, unless Provider is required to release requested information by law.

Provider shall not seek to publicize and shall not respond to unsolicited media queries requesting announcement of Contract award, Contract terms and conditions, Contract scope of work, government-furnished documents BCVSC 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 without prior written BCVSC approval.

Provider shall contact BCVSC 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 clients or prospects.

Any program description intended for internal or external use shall mention that referrals and funding are provided by the Butler County Veterans Service Commission.

## **28. CHILD SUPPORT ENFORCEMENT**

Provider agrees to cooperate with BCVSC, ODJFS and any other Child Support Enforcement Agency in ensuring that Provider's employees meet child support obligations established under state law. Further, by executing this Contract, Provider certifies present and future compliance with any order for the withholding of child support issued pursuant to Ohio Revised Code section 3119, Calculation of Child Support Obligation – Health Insurance Coverage, and section 3121, Collection and Disbursement of Child Support.

## **29. CLEAN AIR ACT**

If this contract is written in excess of one hundred thousand dollars (\$100,000.00), Provider shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 U.S.C. 1857(h), Section 508 of the Clean Water Act 33 U.S.C. 1368, Executive Order 11738, and Environmental Protection Agency regulation 40 C.F.R. Part 15, which prohibit the use under nonexempt federal contracts, grants or loans of facilities included in the EPA List of Violating Facilities. Provider agrees to report all violations to the state/county agency and to the U. S. EPA Assistant Administrator for Enforcement (EN-329).

## **30. DEBARMENT AND SUSPENSION**

Provider certifies that it is not listed in the non-procurement portion of the U.S. General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies and contractors declared ineligible.

Provider shall, upon notification by any Federal, State, or Local government agency, immediately notify BCVSC of any contemplated or imposed debarment or suspension.

## **31. 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 whom 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 BCVSC within one (1) business day if a finding for recovery is issued against Provider during the Contract term.

## **32. DELINQUENT PERSONAL PROPERTY TAX**

Provider certifies that all delinquent personal property tax obligations of the Provider, including interest and penalties due the County of Butler, have been paid prior to the signing of this contract, per the requirements of Section 5719.042 of the Ohio Revised Code.

## **33. DISCLOSURE**

Provider shall make a reasonable inquiry and shall disclose all information about any business relationship or financial interest that Provider's Board, administrative staff or employees participating in this Contract have with a county employee, county employee's business, or any business relationship or financial interest that a county employee has with the Provider or in the Provider's business.

#### **34. DRUG-FREE WORKPLACE**

Provider shall comply with all applicable state and federal laws regarding a drug-free workplace as outlined in 45 CFR Part 82. Provider shall make every reasonable effort to ensure that all employees performing duties or responsibilities under this Contract, while working on state, county or private property, shall not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

#### **35. LOBBYING**

Provider certifies that Provider has not and shall not use Federal 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, office 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 shall disclose any lobbying with any non-Federal funds that takes place in connection with obtaining any Federal award. Failure to disclose any and all lobbying information shall result in immediate suspension of payment and termination of this Contract.

#### **36. NON-COLLUSION CERTIFICATION**

Provider certifies that its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

#### **37. NON-DISCRIMINATION**

Provider certifies that 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.

Provider shall post in conspicuous places, available to employees and applicants for employment, notices stating that Provider complies with all applicable federal and state non-discrimination laws.

Provider shall not discriminate against any person and will take affirmative action to ensure that all employees, contract workers, or applicants are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include, but is not limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training and/or apprenticeship.

Neither Provider, nor any person claiming through Provider, shall 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.

#### **38. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS**

Pursuant to Ohio Revised Code Chapter 5107, Ohio Works First Program, and Chapter 5108, Prevention, Retention and Contingency Program, Provider shall not discriminate in the hiring and promotion of applicants for and participants in the Ohio Works First Program. Provider shall include such provision in any contract, subcontract, grant, agreement or procedure with any other party that will be providing services, directly or indirectly, to BCVSC clients.

**39. CONTRACT DISPUTE RESOLUTION**

The parties shall promptly communicate with each other to attempt to resolve items in dispute. Nothing herein shall preclude either party from pursuing its remedies available at law or in equity.

**40. CONTRACT CLOSEOUT**

At the discretion of BCVSC and upon agreement by both parties, a contract closeout may occur within ninety (90) days after the completion of all contractual terms and conditions. The purpose of the contract closeout is to verify there are no outstanding claims or disputes and to ensure that all required forms, reports and deliverables were submitted to and accepted by BCVSC in accordance with contract requirements.

**41. AUTHORITY TO BIND PRINCIPAL**

The signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to this agreement.

**THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK**

In witness whereof, the Provider and BCVSC have executed this Contract as of the day and year April 13, 2020.

**REQUIRED SIGNATURES**

Amy Wylie MHA VP CBS  
Amy Wylie, Vice President of Community Based Services  
Partners in Prime/Community First Solutions

April 13, 2020  
Date

Caroline A. Dineen  
Caroline A. Dineen, Executive Director  
Butler County Veterans Service Commission  
for the Board of Commissioners, Veterans Service Commission

April 13, 2020  
Date

**Approved As To Form Only:**

[Signature]  
Assistant Prosecuting Attorney

04/04/2020  
(Date)

**Butler County Veterans Service Commission  
Purchase of Service Contract**

**Exhibit 1 – Services to be Provided**

The purpose of this exhibit is to describe the scope and content of transportation services to be provided under the contract by and between Butler County Veterans Service Commission (BCVSC) and Partners in Prime (Provider)

**Transportation Service**

1. Provider shall provide transportation services as scheduled by BCVSC.
2. Provider shall supply BCVSC clients with business cards as needed for return transportation contracts. Provider business cards shall include Provider information and toll free 24-hour telephone number.
3. Provider shall guarantee transportation service delivery twenty-four (24) hours per day, seven (7) days per week as needed for locations in Hamilton County.
4. Provider shall provide next day transportation services for authorized persons only when BCVSC management authorizes and said authorization is communicated to the Provider prior to 1:00 PM (EST).
5. Provider shall supply ambulatory (walking on own or with walker) and non-ambulatory (regular wheelchair or motorized chairs) transportation services to BCVSC authorized persons from any point within Butler County to any other destination designated in item 3.
6. Provider shall supply transportation services in a timely, courteous, and professional manner adhering to or exceeding standards and acceptable practices of the transportation industry.
7. Provider shall have a thirty (30) minute arrival window – fifteen (15) minutes prior to and fifteen (15) minutes after the scheduled pickup time, with a five (5) minute waiting period. The five (5) minute waiting period is in effect from the scheduled pick up time or any time the Provider arrives after the scheduled pick up time.  
**For example:** if the scheduled pick up time is 2:00 PM, the driver may arrive between 1:45 PM and 2:15 PM. If the driver arrives before the 2:00 PM pick up time, the driver must wait until 2:05 PM before leaving or abandoning the scheduled trip and logging the trip as a no-show.
8. Provider shall ensure the following actions occur when driver arrives at residence to pick up authorized person(s):
  - Honk the horn;

- Wait the required five (5) minutes (within the 30 minute arrival window as indicated in item #7);
  - Phone the authorized persons residence (with phone number provided by BCVSC);
  - Knock on the front door of the residence;
9. Provider shall ensure the following actions occur when the pick-up location is a business and the authorized person is not waiting outside;
- Honk the horn;
  - Wait the required five (5) minutes (within the thirty minute arrival window as indicated in item #7)
  - Enter business to check lobby or have the authorized person(s) paged;
  - Phone the authorized person (with phone number provided by BCVSC) as the phone number MAY be a cellular device;
  - Document the signature log with the date and time of the page/call and if possible, have the business personnel sign that the authorized person(s) were paged and did not responde (if authorized person is a no-show).
10. Provider shall obtain authorized persons signature upon arrival at the authorized person's trip destination for all completed transportation trips, verifying the service was provided. In the event that the authorized person is unable to sign, authorized person may make their "identifying mark" and driver shall witness by initialing on the same line as the "identifying mark." Signatures are subject to review upon BCVSC request.
11. Provider shall ensure that for the authorized persons return trip (Will Call), the response time between receiving the return trip call request and the time the vehicle arrives at the designated "Will Call" pick-up location shall be less than one (1) hour. "Will Call" pick-up shall occur only at the address/location listed on the referral.
12. Provider shall ensure that in the event of inclement weather, transportation services not be canceled or delayed without the specific approval of the BCVSC Executive Director or designee.
13. Provider may refuse transportation services to any BCVSC authorized person(s) who display inappropriate behavior toward the driver and/or vehicle, after verbal consultation with the BCVSC Executive Director or designee. Provider must follow up with a written report to BCVSC. Provider shall provide an alternate form of transportation service upon BCVSC request.
14. Provider shall immediately contact BCVSC if/when Provider foresees a problem with the pick up or delivery of transportation of authorized person(s).

**Scheduling:**

15. BCVSC will be responsible for all authorization and scheduling of veteran transportation service(s). BCVSC will forward an electronic transportation schedule file to Provider via

email each day. A next day report will also be mailed each afternoon as a final check. Reports no earlier than 2 PM and no later than 3 PM during the work week.

16. In the event that BCVSC requires any changes to a transportation referral already transferred to Provider, BCVSC will resend the original referral, indicating the necessary changes. Provider will receive copy of this reschedule electronically.
17. Provider shall document all transportation trips that are canceled by both veteran and BCVSC by assigning a cancellation confirmation number to the canceled trip. No Show/Cancellation reports will be submitted to BCVSC prior to billing invoice reconciliation.

#### **Reporting Requirements:**

18. Provider shall ensure that daily records, including, but not limited to, the authorized person's signature electronically obtained shall be maintained by the Provider and are subject to review upon BCVSC request.
19. Provider shall maintain appropriate records for the activity of authorized person(s) for both the individuals and for the totality of the population served under the contract, so as to allow monitoring and evaluation of the contract activity by BCVSC personnel or other appropriate parties, within the parameters of protection of client confidentiality.
20. In the event of an accident, injury, and/or incident, the Provider shall notify BCVSC immediately following any post-accident procedures and shall follow up with the submission of a completed Accident, Injury, Incident Report within one (1) business day following the time of the accident, injury or incident (Reference Exhibit 1, Attachment A, BCVSC Accident, Injury, Incident Report).
21. Provider and BCVSC will hold monthly meetings to discuss any problems or concerns arising in regards to services provided by this contract. Provider will also at this time provide survey results.

#### **Emergency**

22. Provider shall have an employee available at all times to respond to emergencies, (ie. Vehicle breakdown, accident).

#### **Complaint Resolution:**

23. Provider shall have an employee available during normal business hours to accept and respond to any complaints received from BCVSC authorized persons. All complaints shall be addressed and the resolution for each complaint shall be documented. Documentation shall include authorized client information, complaint date, complaint information, and complaint resolution and shall be made available to BCVSC upon request.

24. Provider shall notify BCVSC by close of business day, via telephone or email, of any complaint received from authorized persons and shall follow up with a written notification by 10:00 AM the following business day. Any complaints received after 5:00 PM must be addressed verbally and in writing by 10:00 AM the following business day.
25. Any complaints received by BCVSC will be forwarded to Provider via phone or email and shall require a verbal response within (1) business day, followed by a written response within two (2) business days.

**Vehicle Requirements:**

26. Provider shall ensure that all vehicles used to provide transportation services under this contract prominently display the Provider's name and logo.
27. Provider shall maintain a complete list and description of its fleet of vehicles, including, but not limited to, make, model, year, and type of equipment on the vehicle (example: vehicle lift). All vehicles shall be kept in good working order and upon BCVSC request, documentation of regular preventative maintenance shall be made available for review.
28. Provider shall allow BCVSC access to vehicles while in operation, upon request, for the purpose of random vehicle inspections.
29. Provider shall ensure that all vehicles meet the following requirements:
  - Vehicles shall be smoke free;
  - Vehicles shall be equipped with enough seat belts to accommodate all persons in the vehicle;
  - Vehicles shall be equipped with a first aid kit, a blood borne pathogen kit and a communications device of sufficient capacity to cover Butler County and the surrounding area;
  - Vehicles shall be cleaned, interior and exterior, a minimum of once per week;
  - Vehicles shall conform to, be equipped, maintained, and inspected per all federal, state, and local laws.

**Provider Employee Requirements:**

30. Provider shall obtain a Bureau of Criminal Investigation and Identification (BCII) check upon hiring of employee and yearly thereafter. If employee's work history and previous residential locations indicate similar checks outside of the State of Ohio are appropriate, Provider shall obtain such criminal checks.
31. Provider shall ensure that any employee that has been convicted of or pled guilty to any of the laws contained in Ohio Administrative Code Section 5101:2-5-9 shall not come into contact with BCVSC authorized persons (Reference Exhibit 1, Attachment D – Listing of Criminal Convictions).

32. Provider shall ensure that all employees operating a vehicle under the terms of this contract have a current and valid Ohio driver's license. Provider shall obtain and maintain in the employee's personnel file, a copy of Bureau of Motor Vehicles driving record.
33. Provider shall ensure that all employees operating a vehicle under the terms of this contract shall be trained in emergency evacuation procedures.
34. Provider shall ensure that all employees operating a vehicle under the terms of this contract shall prominently display a picture ID badge at all times. ID badge shall include, but not be limited to: employee's name and picture and the Provider's name and logo.
35. Provider shall ensure that employees shall not operate a vehicle under the terms of this contract if (1) the employee has a condition which would affect safe operation of a motor vehicle; (2) the employee has six (6) or more points on their driver's license; or (3) the employee has been convicted of driving while under the influence of alcohol or drugs.
36. Provider agrees that BCVSC may request Provider not use an employee or prospective employee as a vehicle driver based on confidential information known to BCVSC and to this end, agrees to make the name and driver's license information of all employees available to BCVSC upon request.



**Butler County Veterans Service Commission  
Purchase of Service Contract**

**Exhibit 2 – Reimbursement Policy**

The purpose of this exhibit is to outline the reimbursement policy for transportation services to be provided under the contract entered into by and between Butler County Veterans Service Commission (BCVSC) and Partners in Prime (Provider).

**Reimbursement**

1. The Provider shall submit to BCVSC, a performance bond in the amount of fifty thousand dollars (\$50,000.00) upon commencement of this contract.
2. The maximum to be paid over the initial three years of the contract **will not exceed** one million, one hundred fifty-two thousand dollars (\$1,152,000)
3. Provider will be reimbursed at a unit rate to provide authorized services described in Exhibit 1. Unit rates are based on the pickup and destination locations for **actual client transportation completed**. Provider shall not invoice BCVSC for any incomplete trips (i.e. “No Show” trips). Provider shall not invoice BCVSC a separate trip for a companion that is required to assist the authorized veteran to their destination.

**Invoicing**

4. The Provider shall submit Excel invoices twice per month, one (1) for the first day through fifteenth day of the month and one (1) for the sixteenth day through the last day of the month. All invoices must be electronically received by BCVSC within fifteen (15) working days of the end of each billing cycle. The invoices and if requested, appropriate supporting documentation shall be delivered electronically to [mckenzielm@butlercountyohio.org](mailto:mckenzielm@butlercountyohio.org) or designee.
5. Excel invoices will then be compared and reconciled by BCVSC. After reconciliation, BCVSC will notify Provider that billings are correct. At that time, Provider will issue a final invoice dated as of reconciliation date.
6. Each final invoice shall include the Provider’s name and address, invoice date, invoice number, billing period information, the total dollar amount due for the billing period.
7. All Excel invoices shall be sorted first in alphabetical order by veteran client name and then by date must have the following columns:
  - Referral number
  - Trip date
  - Authorized veteran last name, first name
  - Start zip code
  - End zip code

- Charge of each trip
  - Total cost per trip
8. BCVSC will reconcile all invoices before processing for payment. Invoices may be rejected at BCVSC discretion due to inaccuracy, insufficient documentation or incompleteness. In the event BCVSC intends to reject any invoice or withhold any amount, the Provider will be promptly notified.
  9. Within thirty (30) days of receiving a correct and complete invoice, BCVSC will submit the invoices to the Auditor's office for payment.
  10. In the event of a change of address for billing or other correspondence, BCVSC and Provider agree to notify the other party in writing, of any change.

#### **Fuel Surcharge**

11. An assumed cost of \$2.50/gallon of fuel was considered for this contract. The ProMaster gets approximately 10 miles per gallon. If fuel exceeds \$3/gallon, Provider will add a \$5 surcharge for non-local runs. For every \$.50 increase above \$3 (starting at \$3.50), there will be an additional \$5 per run increase
  - Fuel cost \$3 - \$3.49/gallon, surcharge of \$5 per run for non-local
  - Fuel cost \$3.50 - \$3.99/gallon, surcharge of \$10 per run for non-local
  - Fuel cost of \$4 - \$4.49/gallon, surcharge of \$15 per run for non-local

**RATES**  
**TRANSPORTATION SERVICES - CONTRACT NO. 20-01-01**  
**BUTLER COUNTY VETERANS SERVICE COMMISSION**

**BIDDER:** Partners in Prime

Complete the proposed cost for each service year (service year runs from April through March). Identify any service you will not be submitting a proposed cost for as "not applicable or N/A".

| SERVICE YEAR          | SERVICE   | UNIT RATE                           | DEFINE UNIT     |
|-----------------------|---|-------------------------------------|-----------------|
| 1ST YEAR<br>2020-2021 | LOCAL AMBULATORY TRANSPORTATION                     | 40                                  | per one way run |
|                       | LOCAL NON-AMBULATORY TRANSPORTATION                 | 40                                  | per one way run |
|                       | OUTSIDE BUTLER COUNTY AMBULATORY TRANSPORTATION     | \$108                               | per one way run |
|                       | OUTSIDE BUTLER COUNTY NON-AMBULATORY TRANSPORTATION | \$108                               | per one way run |
|                       | FUEL SURCHARGE (if applicable)                      | see narrative - non-local runs only |                 |
|                       | OTHER (Identify)                                    | na                                  |                 |
| 2ND YEAR<br>2021-2022 | LOCAL AMBULATORY TRANSPORTATION                     | 41.2                                | per one way run |
|                       | LOCAL NON-AMBULATORY TRANSPORTATION                 | 41.2                                | per one way run |
|                       | OUTSIDE BUTLER COUNTY AMBULATORY TRANSPORTATION     | \$111.24                            | per one way run |
|                       | OUTSIDE BUTLER COUNTY NON-AMBULATORY TRANSPORTATION | \$111.24                            | per one way run |
|                       | FUEL SURCHARGE (if applicable)                      | see narrative - non-local runs only |                 |
|                       | OTHER (Identify)                                    | na                                  |                 |
| 3RD YEAR<br>2022-2023 | LOCAL AMBULATORY TRANSPORTATION                     | 42.44                               | per one way run |
|                       | LOCAL NON-AMBULATORY TRANSPORTATION                 | 42.44                               | per one way run |
|                       | OUTSIDE BUTLER COUNTY AMBULATORY TRANSPORTATION     | \$114.58                            | per one way run |
|                       | OUTSIDE BUTLER COUNTY NON-AMBULATORY TRANSPORTATION | \$114.58                            | per one way run |
|                       | FUEL SURCHARGE (if applicable)                      | see narrative - non-local runs only |                 |
|                       | OTHER (Identify)                                    | na                                  |                 |

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_