

NET JFS & PCT Interagency Agreement

Perry County Department of Job and Family Services and Perry County Transit

This Interagency Agreement is entered into by and between Perry County Department of Job & Family Services (hereinafter referred to as "PCJFS" or "Department") and Perry County Transit (hereinafter referred to as the "Provider"). The following are the terms of the Provider Agreement:

Budget Reference Number: Medicaid NET JFSCAMNF

Grant: MCDFMT25 and MCDSMT26 and MCDFMT26

Fund: 3F01 & GRF

Grant Award: Medicaid NET Federal & Medicaid NET GRF

Award Year: 2024 and 2025

Awarded By: The United States Department of Labor and the United States Department of Human Services

Assistance Listing Number: 93.778

Fain: 2505OH5MAP and 2605OH5MAP

ARTICLE I. SCOPE OF SERVICES. PCJFS agrees to purchase and Provider agrees to provide (furnish) Non-Emergency Transportation (NET) eligible transportation services complying with the terms of this agreement. This agreement does not relate to other transportation agreements executed by the Department.

Provider agrees to provide transportation services Monday, Tuesday, Wednesday, Thursday and Friday from 6:00 a.m. to 6:00 p.m. excluding holidays, unless otherwise amended upon mutual agreement. Holidays include New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Provider guarantees transportation services for appointments scheduled 24 hours in advance. Appointments requested by Department outside of time frame may be accommodated based on availability.

Provider guarantees that transportation will be available to the customer within a 30-minute window known as the negotiated window.

Transportation must be provided to and from locations as scheduled by the Department.

Drivers cannot accept tips from Department customers.

The Department will manage misuse of services through internal controls. The Department reserves the right and sole responsibility for determining misuse, though timely notice from the Provider to the Department will be necessary to implement corrective action.

Provider is required to notify Department of no-show and same day cancellation customers within 48 hours via e-mail at Tamara.Goniea@jfs.ohio.gov

ARTICLE II. TERM OF AGREEMENT. This agreement will be in effect from July 1, 2025 through June 30, 2026, unless otherwise terminated.

ARTICLE III. AVAILABILITY OF FUNDS. Total dollar value of this agreement may not exceed Seven Hundred Thousand Dollars (\$700,000.00), unless otherwise amended. Payments for all services provided in accordance with the provisions of this agreement are contingent upon the availability of federal, state, and/or local funds. In the event that federal, state, and/or local funds are no longer available to PCJFS, in the Department's exclusive judgment, requiring changes or termination of this agreement, such changes or termination shall be effective on the date the funds are no longer available or later as is otherwise stipulated by PCJFS. No penalty shall accrue to PCJFS should this provision be exercised, and PCJFS shall not be obligated or liable for any future payments due or for any damages resulting from termination under this provision.

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- A. Payment will be made to Provider by PCJFS based on cost-reimbursement. Total costs shall be in accordance with Provider's budget and shall not exceed the amounts provided in Article IV. Provider must track, report, and invoice for services and expenses incurred for NET. The Provider must submit invoices monthly to PCJFS no later than fifteen (15) calendar days following the month of service. Final deadline for all invoices is July 15. Invoices for services received later than fifteen (15) days following the service month may be disallowed by PCJFS and Provider will not be reimbursed for disallowed services. Services billed more than fifteen (15) calendar days after the end of the agreement period may be disallowed by PCJFS and the Provider may not be paid for disallowed services. PCJFS will make payment on all invoices submitted in accordance with terms of this Agreement. All invoices are subject to adjustment for mathematical errors, non-covered services, or ineligible participants.
- B. At the end of each quarter, the Provider is responsible for calculating actual cost for trips billed over the quarter and will send a report to the Department to reconcile the actual cost of the transportation to the amount paid during the quarter. These reports will be due on the 30th of the month following the end of the quarter. Ie; Jan to Mar financial quarter, report due April 30th;
- C. As a subrecipient of federal funds, Subgrantee hereby specifically acknowledges its obligations relative to the funds provided under this Subgrant Agreement pursuant to 2 CFR 200, as applicable under federal, state and local laws, as well as 45 CFR 75, as applicable to Subgrantee under federal, state and local laws, including, but not limited to:
 1. Standards for financial management systems: Provider and its Provider(s) will comply with the requirements of 45 CFR 75, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
 2. Period of Availability of Funds: Pursuant to 45 CFR 75, as applicable, the provider may charge to the award only costs resulting from obligations incurred during the funding period of the federal and state awards noted in this agreement and for the terms specified in Article IV of this Agreement, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.
 3. Matching or Cost Sharing: Pursuant to 45 CFR 75, as applicable, matching or cost sharing requirements applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.
 4. Program Income: Program income must be used and accounted for as specified in 45 CFR 75, as applicable to Provider.
 5. Real Property: If the Provider is authorized to use agreement funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 75, as applicable.
 6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Provider with agreement funds, will be governed by the provisions of 45 CFR 75, as applicable.
 7. Supplies: Title and disposition of supplies acquired by Provider with agreement funds will be governed by the provisions of 92.33 and 7 CFR 3016.33, as applicable.

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ARTICLE IV. BILLING AND PAYMENT. Subject to the limitations specified in Article III, Provider agrees to provide services under this agreement at the following all-inclusive rates.

In County	Perry	\$53.66	One Way Loaded-Can Include Multiple Riders Making Same Trip (Same Origins and Destinations)
Adjacent County:	Muskingum, Athens, Licking, Hocking, Fairfield, Morgan	\$107.32	One-Way Loaded
2 nd Ring	Knox, Coshocton, Guernsey, Noble, Washington, Meigs, Vinton, Ross, Pickaway, Franklin, Delaware	\$214.64	One-Way Loaded
Continued Trips Originating and Terminating outside of Perry County.	Continued trips will only occur if Provider has the Original or Final run that ends in Perry County	Runs will be charged at the milage rate \$3.35	One-Way Loaded Milage is based on loaded miles.
Other Trips – Outside of the listed counties above. Subject to the sole discretion of the provider.		\$3.35 Per Mile Rate	Per Loaded Mile with a wait charge of \$20.00 per hour after 1 hour

No show rates are disallowed. Provider may contact customer once the department schedules the trip as a reminder of an upcoming transportation arrangement. This includes automated calls and use of a cell application.

Provider shall invoice for services rendered on a monthly basis no later than 15 calendar days following the end of the service month. Hard copy original invoice should be sent to 5250 OH 37E, PO Box 311, New Lexington, OH 43764. Any adjustments will require a resubmission of the entire invoice.

The invoice format must be approved by the Department.

Services billed more than 60 days after the end of the agreement period may be disallowed by the Department. Provider will not be reimbursed for disallowed services.

PCJFS will review the invoice for completeness and accuracy prior to issuing payment. The invoice is subject to adjustment by the Department to correct mathematical errors, incorrect unit rates, or non-covered services.

PCJFS shall process the invoice for payment within 30 working days of receipt of a complete and accurate invoice as determined by the department.

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Provider agrees to promptly reimburse PCJFS, should an overpayment occur due to a duplicate claim, erroneous billing, or deceptive claim.

ARTICLE V. ELIGIBILITY FOR SERVICES. Eligibility of individuals to receive transportation services through this Provider Agreement shall be determined exclusively by PCJFS. Any service provided without the prior authorization of PCJFS will be disallowed.

The Department will enter requested trips into Ecolane at least 24 hours in advance of the appointment time, if the trip redlines in the system, it is a requirement of the department to contact the provider by phone to confirm the trip.

If the trip is to occur in less than 24 hours the department will contact the provider by phone to request the trip whereas the Provider staff will enter the trip into the system and will be subject to availability based on Article I. Scope of Service.

The Provider will provide training to the Department for entering requested trips into the Ecolane system for any new NET employees and will provide yearly refresher training and other refresher training as need for continued operation. It is up to the Department to notify the Provider of new employees that need training.

ARTICLE VI. AGREEMENT MONITORING AND TECHNICAL ASSISTANCE. PCJFS will monitor the manner in which the terms of the agreement are being carried out and evaluate the extent to which the objectives contained in the agreement are being achieved. Provider agrees to make all records pertaining to the agreement available for monitoring upon request. During the agreement period, PCJFS may recommend corrective actions to ensure compliance with the terms of this agreement. In certain circumstances, an on-site visit by PCJFS or its representative may be necessary. PCJFS will provide technical assistance should the Provider have questions concerning the terms of this agreement. Questions relating to this agreement should be directed to Lori Hollingshead 740-342-0657.

ARTICLE VII. AVAILABILITY AND RETENTION OF RECORDS. Provider shall maintain and preserve all financial and service delivery records related to this agreement including but not limited to, any documentation used in the administration of the program, for a period of five years from the date of the last submitted invoice and will assure the maintenance of such for a like period of time in the possession of any third-party performing work related to this agreement, unless otherwise directed by PCJFS. If any litigation, claim, negotiation, audit or other action involving the records has started before the expiration of the five-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it, or until the end of the five-year period, whichever is later. All records related to this agreement shall be subject at all reasonable times to examination, review, excerpt, transcription, or audit by federal, state, and PCJFS personnel or any of their duly authorized representatives.

ARTICLE VIII. RESPONSIBILITY FOR AUDIT. Provider must be in compliance with 2 CFR 200. Under the Federal Single Audit Act, if an entity receives and expends a total of \$750,000 or more in federal awards in a year, an independent audit (single or program-specific) must be performed for that year. In addition, provider agrees, if required by the director of PCJFS on the basis of evidence of misuse or improper accounting of funds, to have conducted an independent audit of expenditures and make copies of the audit available to PCJFS.

ARTICLE IX. STATE AND FEDERAL AUDIT EXCEPTIONS. Provider shall accept responsibility for receiving, replying to, and/or complying with any audit exception contained in an audit report issued by federal, state, or independent auditors directly related to the provisions of the Interagency agreement. A copy of any reply by Provider to an audit exception shall be immediately forwarded to PCJFS.

ARTICLE X. INDEMNITY AND INSURANCE. Indemnification: Provider shall at all times during the existence of this agreement indemnify and save harmless PCJFS, its officers, employees, and agents; the Ohio Department of Job & Family Services, its officers, employees, and agents; and the Board of Perry County Commissioners against any and all liability, loss, damage, and or related expenses including, but not limited to, the costs of litigation and

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attorney's fees incurred pursuant to this agreement.

Insurance: Provider agrees to maintain a policy of liability insurance to cover any negligent acts or omissions committed by Provider's employees/agents during the performance of any duties under this agreement. Further, if Provider provides services directly to program participants, Provider agrees to maintain a policy of liability insurance, no less than the minimum required by the state, as is reasonably necessary to adequately secure the persons and estates of program participants against reasonable foreseeable torts, which would cause injury or death.

SECTION XI. SAFEGUARDING OF CLIENT. The Provider agrees that the use or disclosure of any information, records and/or the identity of any persons being served under this agreement for any purpose not directly related with the administration of PCJFS' or Provider's responsibilities with respect to this agreement to any third party is strictly prohibited unless written consent to circulate said information is obtained. Provider agrees to comply with all Federal and State laws applicable to PCJFS.

SECTION XII. INDEPENDENT PROVIDOR. Provider, Provider's employees, and agents of the Provider shall at all times have the status of an independent Provider and shall not be considered officers, employees, or agents of the State of Ohio, Perry County, or PCJFS. Nothing in this agreement establishes a partnership, association, or joint venture with the Provider in the conduct of the provisions of this agreement. Provider does not have the right or authority to impose tort or any other liability on PCJFS or its Board of County Commissioners.

ARTICLE XIII. EQUIPMENT. Assets purchased under this agreement shall be the property of PCJFS. Upon the termination of this Provider Agreement or the end of the contact period, assets purchased under this agreement, or the fair market value will be returned to PCJFS. It is at the sole discretion of PCJFS whether or not to allow the Provider to utilize the assets beyond the agreement period. This would only be allowable if the program continued to operate and/or the asset continued to serve eligible clients as defined in this agreement.

ARTICLE XIV. GOVERNING LAW. This agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced by the laws of the State of Ohio to the exclusion of the law of any other jurisdiction. Any legal action brought pursuant to this Provider Agreement will be filed in the courts located in Perry County.

ARTICLE XV. CERTIFICATION OF COMPLIANCE. By accepting and executing this agreement, Provider hereby certifies and affirms current compliance and agrees to continued compliance and agrees to each condition listed in this Article XVI. Provider's certification of compliance with each of these conditions is considered to be a material representation of fact upon which PCJFS has relied in entering into this agreement. Provider shall perform its obligations under this agreement in conformity with all applicable local, state, and federal rules, laws, and regulations. Provider agrees to abide by the language, provisions, and any attachments to this agreement as if fully written herein. Provider further agrees that a breach of any of this agreement shall be considered a breach of agreement. If found to be out of compliance, or in breach of the agreement, Provider may be subject to investigation and termination of this agreement.

Debarment and Suspension: Provider certifies that neither Subgrantee nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency as set forth in 45 CFR 75, 29 CFR Part 98, 2 CFR 200.213, 45 CFR 75.213 and OAC 95101:9-4-07 (b) (6) (a). Provider certifies that neither Provider nor any of its principals have, within a three-year period preceding this Interagency Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Provider certifies that neither Provider nor any of its principals is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in this paragraph and have not within a three (3) year period preceding this Interagency Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

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Qualifications to Conduct Business: Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are currently operative. If at any time during the agreement period Provider becomes disqualified from conducting business in Ohio, for whatever reason, Provider shall immediately notify PCJFS in writing and shall immediately cease performance of the agreement activities.

Equal Employment Opportunity: In carrying out this Provider Agreement, Provider agrees not to discriminate against any applicant or employee because of race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or veteran status for such actions that include but not limited to the following: employment, promotion, 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 shall at all times remain in compliance with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60. Provider agrees to post, in a conspicuous place available to employees and applicants for employment, notices stating that the Provider complies with all applicable federal and state non-discrimination laws.

Unresolved Findings for Recovery: Provider certifies that neither Provider nor any of its principles or sub provider is presently in violation of the Ohio Revised Code section 9.24 prohibiting an agreement with whom the Auditor of State has issued an unresolved finding for recovery at the time of award. Provider will review the Auditor of State's website prior to the awarding of a sub agreement.

Drug-Free Workplace: Provider certifies and affirms that they will comply with all applicable federal and state laws regarding a drug-free workplace. Provider will make a good-faith effort to ensure that all employees or contractors performing duties and responsibilities under this agreement, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

Ethical and Conflict of Interest Requirements: This agreement in no way precludes, prevents, or restricts the Provider from obtaining and working under an additional agreement arrangement(s) with other parties in addition to PCJFS, assuming the Provider's work in no way impedes the Provider's ability to perform the services required under this agreement. Provider agrees to comply with the ethical and conflict of interest requirements listed in the Ohio Ethics Law, Revised Code, Chapter 102. Provider further agrees that there is no financial interest on the part of any PCJFS employee involved in the development of the specifications or the negotiation of this agreement. Provider has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when a PCJFS employee will gain financially or receive personal favors as a result of the signing or implementation of this agreement. Provider agrees to immediately report the discovery of any potential conflict of interest to PCJFS. Should a conflict of interest be discovered during the term of this agreement, the PCJFS may exercise any right under the agreement, including termination of the agreement.

Child Support Enforcement: Provider agrees to cooperate with the Ohio Department of Job & Family Services and any Ohio Child Support Enforcement Agency in ensuring that Provider and Provider's employees meet child support obligations established under state law. Further, by executing this agreement, Provider certifies present and future compliance with any court or administrative order for the withholding of support which is issued pursuant to Chapter 3113 of the Ohio Revised Code.

Lobbying Restrictions: Provider certifies that no federal funds paid to Provider by PCJFS through this or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular agreement, sub grant, cooperative agreement, or loan. Provider further certifies compliance with the lobbying restrictions contained in Section 1352, Title 31 of the U.S. Code, Section 319 of Public Law 101-121 and the federal regulations at 29 CFR Part 93 and 45 CFR Part 93. If this agreement exceeds \$100,000, Provider certifies that it has executed and filed the Disclosure of Lobbying Activities standard form LL, if required by federal regulations. Provider certifies compliance with the state executive agency lobbying restrictions contained in sections 121.60 to 121.69 of the Ohio Revised Code.

Nondiscrimination: Subgrantee certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

(a) Title II of the Americans with Disabilities Act of 1990 (42 U.S.C § 12131 et seq.)

(b) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race,

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color or national origin.

- (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex.
- (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps.
- (e) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age.
- (f) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
- (g) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

Copyrights and Rights in Data: Provider agrees to the requirements and regulations pertaining to copyrights and rights in data.

Clean Air Act: Provider agrees to comply with all applicable standards, orders, or requirements issued under 42 USC 7401-7671 and the Federal Water Pollution Control Act in 33 USC 1251-1387.

Energy Efficiency: Provider agrees to the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in DOL regulations 29 CFR Part 3.

ARTICLE XVI. INTEGRATION AND MODIFICATION. This agreement constitutes the entire agreement between PCJFS and the Provider, and supersedes all prior communications, negotiations, representations, or agreements of any kind, whether written or oral, between the parties. This agreement cannot be modified in any manner except by an instrument, in writing, executed by all parties to this agreement and approved by the Perry County Board of Commissioners.

ARTICLE XVII. SEVERABILITY. If any term or provision of this agreement or the application of such term or provision to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this agreement or the application of such term or provision to any persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall remain unaffected and each term and provision of this agreement shall be valid and enforced to the fullest extent permitted by law.

ARTICLE XVIII. NOTICES. Notices to PCJFS from Provider that concern changes to billing address, legal name, termination, bankruptcy, and/or any other formal notice regarding this agreement will be sent to the Director at 5250 OH 37E, PO Box 311, New Lexington, OH 43764. Notices to Provider from PCJFS regarding termination, suspension, breach, default, or other formal notices regarding this agreement will be sent to Perry County Transit, 499 North State Street, PO Box 265, New Lexington, OH 43764. All notices will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE XIX. AMENDMENT. This agreement may be amended at any time by written amendment signed by both parties and approved by the Perry County Board of Commissioners.

ARTICLE XX. TERMINATION. Either party may terminate this agreement after giving thirty (30) days written notice of termination to the other party by registered United States mail, return receipt requested. Failure to honor the terms of this agreement and/or related federal, state, and local regulations will result in the immediate termination of this agreement. The parties further agree that should the agreement be terminated, or the Provider becomes unable to provide the services agreed to in this agreement for any reason, such service the Provider provided up

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to the date of termination or the Provider's inability to continue the terms of this agreement shall be eligible to be billed and paid according to Article IV, Billing and Payment. The parties also agree that should the agreement be terminated, or the Provider become unable to complete the work requested in this agreement for any reason, such work the Provider had completed up to the date of termination or the Provider's inability to continue the terms of this agreement shall become the property of PCJFS. PCJFS shall not be liable to tender and/or pay to the Provider any further compensation after the termination of the agreement or the Provider's inability to complete the terms of the agreement, which date shall be the date of termination, unless extended upon request by PCJFS.

SECTION XXI. APPROVAL. This agreement is conditioned upon approval of the Perry County Board of Commissioners. If the Board of County Commissioners does not approve the agreement, the agreement shall be terminated under this provision. PCJFS will notify the Provider immediately of failure to receive approval. PCJFS shall not be liable for any damages that result from termination under this provision.

SIGNATURE PAGE FOLLOWS Remainder of

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By signing this agreement, the Provider acknowledges, certifies, and agrees to the requirements in providing services as detailed in the agreement.

Perry County Job and Family Services

Amy Frame
Amy Frame, Director

7/15/25
Date

Authorized Interagency Provider Representative

Cherie Bolen
Interagency Provider Representative
CEO
Title

7-15-25
Date

Perry County Commissioners

Brian
Commissioner
John
Commissioner
Mark
Commissioner

7-9-25
Date
7-9-25
Date
7-9-25
Date

Approved as to form:
(If required by Commissioners)

Perry Co. Prosecutor

Date