

**FY21 COORDINATED TRANSPORTATION  
AGREEMENT**

AGREEMENT BETWEEN:

*Oconee County Board of Commission for the Senior Center*, hereinafter referred to as Contractor, and the Northeast Georgia Regional Commission; hereinafter referred to as NEGRC, agree:

This Agreement has an effective beginning date of the 1st day of July, 2020 and shall terminate on the 30th day of June, 2021 unless terminated earlier under other provisions of this Agreement.

WITNESSETH:

WHEREAS, NEGRC has a need for, and desires to purchase transportation services for eligible DHS consumers as needed.

AND

WHEREAS, the Contractor has represented to NEGRC it is available to provide transportation services for the described population.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto to abide by the conditions set forth in the remainder of this Agreement.

BOTH parties agree:

- a) NEGRC will purchase the eligible transportation services.
- b) Authorized DHS Human Service Providers will notify the Regional Transportation Coordinator which consumers are eligible. This notification is done via a completed client registration and trip order entered on the TRIP\$ System. Information will be updated on TRIP\$ as needed and reported to the Regional Transportation Coordinator as requested.
- c) The Contractor will invoice the NEGRC on a per client/per trip basis. Invoicing will be completed by the tenth day of the month following the activity.
- d) NEGRC agrees to reimburse Contractor for eligible transportation services delivered upon receipt of their reimbursement from the Georgia Department of Human Services.

1. Purpose:

The purpose of this Agreement is to provide transportation services to eligible DHS consumers.

2. Agreement Term:

The term of this agreement shall be from July 1, 2020 through June 30, 2021, unless terminated earlier in accordance with this agreement.

### 3. Services to Be Provided:

Contractor shall deliver transportation services to individuals registered with the Regional Transportation Coordinator in accordance to regulations administered by the Georgia Department of Human Services. Contractor agrees to provide sufficient personnel and vehicles, as necessary, to meet needs and render said services twenty-four hours a day, seven days each week.

Contractor shall be solely responsible for the maintenance of the vehicles and shall maintain said vehicles in accordance with the vehicle standards established by the Georgia Department of Human Services to ensure safe operation and to comply with all federal, state and local laws and codes and/or required inspections. Contractor will be responsible for providing vehicle insurance on those vehicles owned by the Contractor. Contractor shall be responsible for purchasing new vehicles to replace those that are not repairable or those that do not comply with DHS safety requirements.

Drivers shall comply with regulations set forth by the Georgia Department of Public Safety and the Georgia Department of Human Services. Drivers shall possess such licenses and permits as required by the State and the localities.

Contractor agrees to provide NEGRC certification/proof of workers' compensation insurance coverage on all Contractor's employees.

### 4. Training:

Drivers and dispatchers employed by Contractor shall undergo such training as required by the Georgia Department of Human Services including clients rights and confidentiality; accessibility; drug free workplace; sexual harassment; CPR/First-aid; Defensive Driving; Universal Precautions for STD's, HIV/Aids and Infectious Disease. Drivers will also be trained in use of all auxiliary equipment including radios, fire extinguishers, and wheelchair lifts.

### 5. Drug and Alcohol Testing:

Contractor shall be responsible for complying with all requirements of the Federal Transit Administration regarding the testing of safety sensitive employees for drug and alcohol use. The cost of compliance will be the sole responsibility of Contractor.

### 6. Information:

The Contractor agrees to make vehicles, vehicle files and drivers' files available for NEGRC and DHs site visits, to the extent permitted by law. Contractor also agrees to provide information and reports as requested by the Regional Transportation Coordinator.

### 7. Monitoring and Inspection

NEGRC and Regional Transportation Coordinator will review trip documents, logs, driver logs, vehicle maintenance records, driver qualification records and inspect vehicles. Contractor will cooperate with

NEGRC and Regional Transportation Coordinator in making these and other documents and vehicles available.

8. Payment:

NEGRC agrees to remit payment for approved transportation services rendered by Contractor when reimbursement is received from the Georgia Department of Human Services Contractor.

Total payments for services against these funds shall not be exceeded unless amendment(s) to this agreement are issued.

9. Fee Schedule:

Each trip will be billed at the following rates: Core Trips: Aging \$8.00; Other \$8.00; Field Trip Hourly: Aging \$40.00, Other \$40.00; Field Trip Daily: Aging \$350.00.

10. Invoicing:

Contractor shall provide NEGRC with completed billing summaries which will include the name of each client transported, the date transported, trip type and the number of approved trips provided. This can include the TRIP\$ Invoice Backup Report and/or Invoice Summary Report. Contractor shall provide said billing summary on a monthly basis no later than the **tenth** day of the month following the activity.

Consumers or person responsible for the consumers' well-being must call Contractor directly to cancel scheduled trips. Contractor will provide a telephone number with a voice mail system for use for this notification 24 hours a day.

11. Termination without Cause:

Either party may terminate this agreement without cause upon sixty (60) days written notice to the other party. Upon such termination without cause, Contractor shall be entitled to payment, in accordance to contract provisions for services rendered up to the termination date. Contractor shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date.

12. Amendments

Any change, alteration, deletion, or addition to the terms set forth in this agreement must be in the form of a written amendment signed by both parties.

13. Compliance with Law:

Contractor shall perform all services required by this contract in accordance with all applicable federal, state and local laws and regulations. Contractor shall use only licensed personnel to perform work required by law or regulation to be performed by such personnel.

14. Equal Opportunity:

During the performance of this contract, Contractor agrees that it will, in good faith, afford equal opportunity required by applicable federal, state, or local law to all employees and applicants for employment without regard to race, color, religion, sex, age, disability or national origin.

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal Law, the parties agree that, during performance of this MOU, they will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability.

15. Non Availability of Funds:

This Agreement is subject to the condition that funds be made available by the Congress of the United States, by the General Assembly of Georgia, or other sources, and by the proper budget authority for carrying out the functions which this Agreement implements. If NEGRC becomes aware of funding issues jeopardizing its ability to reimburse Contractor, it shall immediately provide notice of same to Contractor.

16. Force Majeure:

Each party will be excused from performance under this MOU to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by any cause beyond their reasonable control, an act of God, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this MOU nor a basis for termination for cause.

17. Entire Agreement:

This Agreement constitutes the complete agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both parties with appropriate authorization.

18. Applicable Law:

If any action at law or in equity is brought to enforce or interpret the provision of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.

19. Severability:

Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible.

20. Waiver of Agreement:

No failure by either party to enforce any right or power granted under this Agreement, or to insist upon strict compliance with this Agreement, and no custom or practice of the parties at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the parties' right to demand exact and strict compliance with the terms and conditions of this Agreement.

21. No Third Party Rights:

This Agreement shall be exclusively for the benefit of the parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

22. Sovereign Immunity:

Nothing contained in this Agreement shall be construed to be a waiver of the Contractor's sovereign immunity or any individual's qualified good faith or official immunities.

**In consideration** of the mutual promises, covenants and the payment terms set forth in this page and the attached contract, the NEGRC agrees it shall purchase transportation services in accordance with the terms and conditions of this contract.

**Agreed and entered into** this 7<sup>th</sup> day of July, 2020.

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Burke Walker, Executive Director  
Northeast Georgia Regional  
Commission

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Date

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Billy Pittard, NEGRC Chairperson  
Northeast Georgia Regional  
Commission

\_\_\_\_\_  
Date

John Daniell  
\_\_\_\_\_  
John Daniell, Chairperson  
Oconee County Board of Commissioners

July 7, 2020  
\_\_\_\_\_  
Date