

MEMORANDUM

REC'D ^{JUL} JUN 3 2019

TO: JOHN DANIELL
OCONEE COUNTY BOARD OF COMMISSIONERS

FROM: MICHELE KELLEY, ASSISTANT AAA DIRECTOR
NORTHEAST GEORGIA REGIONAL COMMISSION
AREA AGENCY ON AGING *mk*

DATE: July 2, 2019

SUBJECT: FISCAL YEAR 2019 AGING SERVICES CONTRACTS

Enclosed for your review and signature are two copies of your SFY 2020 Transportation MOU with the Northeast Georgia Regional Commission. This MOU is for the period of July 1, 2019 through June 30, 2020.

Please sign the MOU on page 4 and complete/notarize the Security and Immigration Affidavit to execute both copies. Return one of the copies to my attention by either email via PDF or by mail or hand deliver at the address below by **Friday, July 19, 2019**.

Please immediately notify me by email if you are unable to meet this deadline, including the anticipated date of return of the MOU.

Northeast Georgia Regional Commission
Attn: Michele Kelley
305 Research Drive
Athens, Georgia 30605

Please contact me at 706-369-5650 if you have questions/concerns. .

As always, thank you for partnering with the RC/AAA to provide transportation services to Northeast Georgia's elderly and disabled.

Attachments



Oconee County Department Memorandum

DATE: July 24, 2019
TO: Board of Commissioners
FROM: Merry Howard
SUBJECT: FY20 Aging Services Contract – Transportation Services

ISSUE SUMMARY: To approve a contract between the Northeast Georgia Regional Commission, through its Area Agency on Aging/Regional Transportation Coordinator and the Oconee County Board of Commissioners to provide transportation services for elderly and/or disabled residents of Oconee County who attend the senior center.

This is a contract to provide funding in the amount of \$25,000 (*3,125 one-way trips, reimbursed @ a rate of \$8 per trip*) to the Oconee County Senior Center for transportation services during FY2020. No matching funds are required.

RECOMMENDATION: Approve the contract as submitted.

FINANCIAL IMPACT: None.

**FY20 COORDINATED TRANSPORTATION
MEMORANDUM OF UNDERSTANDING
PURCHASE OF SERVICES**

MEMORANDUM OF UNDERSTANDING BETWEEN:

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

This Memorandum of Understanding has an effective beginning date of the 1st day of July, 2019 and shall terminate on the 30th day of June, 2020 unless terminated earlier under other provisions of this Memorandum of Understanding.

WITNESSETH:

WHEREAS, NEGRC has a need for, and desires to purchase transportation services for elderly and disabled consumers who are residents of Oconee County to and from the Oconee County Senior Center, and other transportation service for Senior Center 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.

A. BOTH parties agree:

1. NEGRC will purchase the eligible transportation services.
2. Authorized transportation personnel of Contractor 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.
3. The Contractor will invoice the NEGRC on a per client/per trip basis. Invoicing will be completed by the fifth working day of the month following the activity.
4. NEGRC agrees to reimburse Contractor for services delivered upon receipt of their reimbursement from the Georgia Department of Human Services.

Service and Payment

1. Purpose:

The purpose of this Agreement is to provide transportation services to Oconee County residents who attend the Oconee County Senior Center.

2. Agreement Term:

The term of this agreement shall be from July 1, 2018 through June 30, 2019, 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 on Monday through Friday 6:00 a.m. to 6:00 p.m.

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. 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 fifth working day of the month following the activity.

6. 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.

Responsibilities

Information:

Contractor also agrees to provide the Trip Cancellation Form Log when needed. Contractor agrees to provide information and reports as requested by the Regional Transportation Coordinator submitted with the monthly invoices or as requested.

Monitoring and Inspection

NEGRC and Regional Transportation Coordinator will review trip documents, logs, driver logs, vehicle

maintenance records and inspect vehicles. Contractor will cooperate with NEGRC and Regional Transportation Coordinator in making these and other documents and vehicle available.

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 funds allocated to Oconee County Board of Commissioners-Senior Center for FY20 are \$25,000.00. Total payments for services against these funds shall not be exceeded unless amendment(s) to this agreement are issued

Fee Schedule:

Each trip will be billed at \$8.00 per one-way passenger trip for ambulatory passengers and for wheelchair passengers. As funds permit, \$40 per hour for field trips, and \$350 per day for a daily rate will be paid. See Attachment A for the DHS Rate Schedule that contains the rate for each type trip and the administrative fee.

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.

Amendments

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

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.

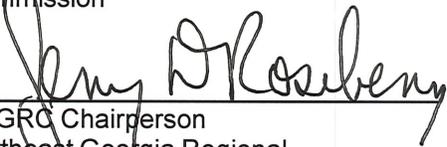
Agreed and entered into this 3 day of July, 2019.



James R. Dove, Executive Director
Northeast Georgia Regional
Commission

6/28/19

Date



NEGRC Chairperson
Northeast Georgia Regional
Commission

6/28/19

Date



John Daniell, Chairman
Oconee County Board of Commissioners

07-03-2019

Date

ATTACHMENT A

(Barrow, Clarke, Jackson, Jasper, Madison, Oconee, Oglethorpe, and Walton)
 County Board of Commissioners-Senior Centers, Athens Community Council on Aging, NEG AAA, and Athens Transit Bus Passes
 Effective Dates: July 1, 2018 to June 30, 2019

TYPE	DEFINITION	AGING (Sen	DFCS	DBHDD	GVRA	(OTHER)
		Ctr)	RATE	RATE	RATE	RATE
CORE	Any one-way trip that occurs between 6 AM and 6 PM. Trips are inclusive of ambulatory, wheelchair, fixed route, one-way passenger, one-way diversion trips, scheduled, and demand response.	\$8.40	N/A	N/A	N/A	\$8.40
WHEELCHAIR TRIP	Any one-way trip that is ordered by a HSP that requires the use of a vehicle lift. The consumer may have temporary or permanent physical limitations (or disabilities) that prohibit or make it difficult for the consumer to climb the vehicle steps. For instance, the consumer may require the use of a mobility aid, such as a wheelchair, walker, cane, or the consumer may experience a problem which makes it difficult to climb the vehicle's steps.	N/A	N/A	N/A	N/A	N/A
FIELD TRIP HOURLY	Any field trip with more than 3 passengers originating at a designated location, transported to a designated location, and arriving back at the same location. To charge an hourly rate, the trip must be less than 8 hours. These trips are not charged per passenger.	\$40.50	N/A	N/A	N/A	\$40.50
FIELD TRIP DAILY	1) Any field trip with more than 3 passengers originating at a designated location, transported to a designated location, and arriving back at the same location. To charge a daily rate, trip must be more than 8 hours; or 2) Any field trip with more than 3 passengers in which one vehicle is reserved for use only for HSP clients and the HSP's staff member(s). These trips are not charged per passenger. Examples of the field trip may include shopping trips or recreational community outings.	\$350.50	N/A	N/A	N/A	N/A
AGING & DISABILITY CALL CENTER (HOURLY)	Hourly rate to the NEG AAA, Aging & Disability Resource Connection/Call Center for services to provide screening, ordering, managing transportation services for New Freedom and JARC clients/population in the coordinated transportation system.	\$38.00/Hr	N/A	N/A	N/A	\$38.00/Hr
BUS PASSES & TICKET BOOKS	Purchase of Bus Passes and Ticket Books from Athens Transit. Regional Commission will purchase and distribute to requesting HSP. HSP will distribute to the consumers. ID is required by Athens Transit for Senior and Disabled passes.	Per Pass / Ticket Bk				
	Adult Single-Ride Tickets (<100 \$1.75; >100 \$1.41)	\$1.41				
	Adult 22-Ride Pass	\$31.00				
	Youth 22-Ride Pass	\$30.00				
	Senior / Disabled 22-Ride Pass (Preauthorization / ID Required)	\$20.00				
The LIR - Paratransit 10 Single-Ride Tickets (Preauthorization Required)	\$35.00					



**Georgia Department of Human Services
Security and Immigration Compliance Affidavits**

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of Department of Human Services has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

50742

Federal Work Authorization User Identification Number

Aug 2007

Date of Authorization

Oconee County Senior Center

Name of Subcontractor

DHS Coordinated Transportation

Name of Project

Department of Human Services

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on July, 3, 2019 in Walden(city), GA (state).

Signature of Authorized Officer or Agent

John Daniell, Chairman of Commission

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 3 DAY OF July, 2019.

NOTARY PUBLIC

Tracye Y Bailey

My Commission Expires: 5-4-2023

