

**FY19 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, 2018 and shall terminate on the 30th day of June, 2019 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 vehicles 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 Senior Center for FY19 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 \$8.40 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.

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.

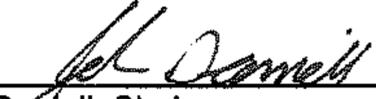
5. Non Availability of Funds:

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

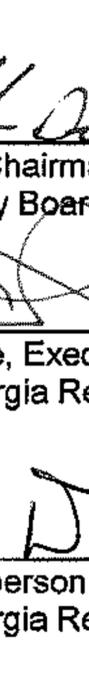
terms and conditions of this contract.

Agreed and entered into this 8th day of August, 2018.



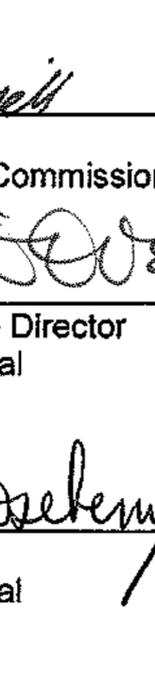
John Daniell, Chairman
Oconee County Board of Commissioners

August 8, 2018
Date



James R. Dove, Executive Director
Northeast Georgia Regional
Commission

10/11/18
Date



Amy D. Roseberry
NEGRC Chairperson
Northeast Georgia Regional
Commission

10/11/18
Date