



**MEMORANDUM OF UNDERSTANDING
PURCHASE OF SERVICES**

MEMORANDUM OF UNDERSTANDING BETWEEN:

Newton County Senior Services; hereinafter referred to as SENIOR SERVICES, and View Point Health; hereinafter referred to as VPH, agree:

This Memorandum of Understanding has an effective beginning date of 1st day of July, 2017 and shall terminate on the 30th day of June, 2018 unless terminated earlier under other provisions of this Memorandum of Understanding.

WITNESSETH:

WHEREAS, VPH has a need for, and desires to purchase transportation services for elderly and disabled consumers who are residents of Newton County to and from the Newton County Senior Services facility, located at 6183 Turner Lake Road, Covington, Georgia 30014 as addressed in this Agreement

AND

WHEREAS, SENIOR SERVICES has represented to VPH they are 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. VPH will purchase the services identified in Attachment "A".
2. VPH will notify SENIOR SERVICES which consumers have been approved for transportation by the Regional Transportation Coordinator. Newton County Senior Services Newton County Senior Services will submit trip requests and client registration through the DHS TRIP\$ system. In addition, Newton County Senior Services will appropriately mark all trips as no show, cancelled or provided in the DHS TRIP\$ system.
3. SENIOR SERVICES will invoice the VPH on a per client/per trip basis. Invoicing will be the fifth day of the month following the activity.
4. VPH agrees to reimburse SENIOR SERVICES for services delivered according to Attachment "A" upon receipt of their reimbursement from the Georgia Department of

Human Resources in amount not to exceed \$30,000 unless additional funding is made available by the Department of Human Services.

Service and Payment

1. Purpose:

The purpose of this Agreement is to provide transportation services to Newton County residents who attend Newton Senior Services.

2. Agreement Term:

~~The term of this agreement shall be from July 1, 2017 through June 30, 2018, unless terminated earlier in accordance with this agreement.~~

3. Services To Be Provided:

SENIOR SERVICES shall deliver transportation services to individuals approved by the Regional Transportation Coordinator in accordance to regulations administered by the Georgia Department of Human Services. SENIOR SERVICES 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.

SENIOR SERVICES 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.

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.

4. Training:

Drivers and dispatchers employed by SENIOR SERVICES 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. Project Manager:

SENIOR SERVICES shall render services under this Agreement at the direction of the SENIOR SERVICES Project Manager: Said project manager shall be responsible for

all technical direction under this Agreement, including supervision, inspection, review of all work, deliverables, reports, invoices, payments, schedule and similar matters. The Project Manager is not authorized to direct changes in the terms and conditions of this Agreement. Such changes may only be directed by the contracting officer.

6. Contracting Officer:

The contracting officer shall be VPH's Chief Financial Officer. The contracting officer shall be responsible for all contract administration, including contract amendment, contract interpretation, claims, auditing, termination or suspension and administrative matters.

7. Invoicing:

SENIOR SERVICES will ensure that billing information in the DHS TRIP\$ system for each month has been completed no later than the 5th day after the month of activity so that appropriate reports in regard to billing can be obtained.

8. Drug and Alcohol Testing:

SENIOR SERVICES 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 SENIOR SERVICES.

Responsibilities

Information:

Newton County Senior Services agrees to provide VPH and the Regional Transportation Coordinator required information for client registration and billing through the DHS TRIP\$ program.

Payment:

VPH agrees to remit payment for approved transportation services rendered to SENIOR SERVICES when reimbursement is received from the Georgia Department of Human Services.

Fee Schedule:

Each fixed route trip will be reimbursed at \$8.00 per one-way passenger trip for ambulatory and wheelchair passengers.

Consumers or person responsible for the consumers' well being must call SENIOR SERVICES directly to cancel scheduled trips. SENIOR SERVICES 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, SENIOR SERVICES shall be entitled to payment, in accordance to contract provisions for services rendered up to the termination date and SENIOR SERVICES will have no other obligations to VPH. SENIOR SERVICES shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

2. Compliance With Law:

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

3. Equal Opportunity:

During the performance of this contract, SENIOR SERVICES 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.

4. Non Availability of Funds:

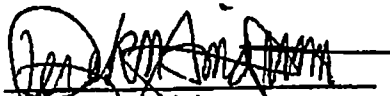
This Agreement is subject to the condition that funds be made available by the Congress of the United States, by the General Assembly of Georgia, or other sources, and by the proper budget authority for carrying out the functions which this Agreement implements.

5. Exclusive Benefit:

This Memorandum of Understanding is for the sole and exclusive benefit of Senior Services and View Point Health. No third party is intended to be and no third party shall be a beneficiary of this Memorandum of Understanding or any provision of this Memorandum of Understanding. No third party shall have any right to enforce or obtain any benefit under or rely upon any provision, representation or warranty set forth in this Memorandum of Understanding or any provision of this Memorandum of Understanding or any services, rights or obligation of any named party of this Memorandum of Understanding.

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

Agreed and entered into this 20 day of February, 2018.


Derek M. Singleton
Chief Financial Officer


Newton Co. Board of Commissioners

ATTACHMENT "A"

Hours of Operation

Monday through Friday, 6:00 a.m. - 6:00 p.m.

Adverse Weather

In the event of adverse weather, SENIOR SERVICES will make a determination about road conditions and notify VPH and each consumer if transportation services will not be provided. If roads are determined to be safe for travel, service will continue. SENIOR SERVICES will have the option to decline to pick up anyone whose location is prohibitive during or following adverse weather conditions.
