

PUBLIC NOTICE

The Murray County Commissioner will hold a public meeting on Tuesday November 7, 2017 at 9:00 a.m. in the Murray County Annex. The public is invited and encouraged to attend.

TENATIVE AGENDA

1. Call to Order
 2. Approval of Minutes of Prior Meetings
 3. Approval of Agenda
 4. New Business
-
- A. Approval of the Murray County Land Use and Development Planning Commission meeting minutes
 - B. Contract Extension: Prosecuting Attorney's Council to be reimbursed by Murray and Whitfield counties for state paid county personnel
 - C. Agreement: GA. Probation Services, Inc. to provide probation services for defendants convicted in Murray County Superior Court
 - D. Contract: Transit Alliance Group, Inc. as agent for Ga. Dept. of Human Resources for FY2017 annual transportation operating services through Murray Transit
 - E. Capital Purchase: 1998 Marion fire truck from Randall Brackett Fire Truck for the MCFD, \$51,500, paid from SPLOST Funds
 - F. Appointments: Edward Dunn, David McDaniel and Heath Harrison to the Murray County Land Use Planning Commission
 - G. Appointment: Doug Douthitt to the NW GA. Region 1 EMS Council

Adjourn

Commissioner Available for Questions or Comments

GEORGIA, Murray County

MINUTES

The Murray County Commissioner held a public meeting Tuesday November 7, 2017 at 9:00 a.m. in the hearing room of the Murray County Annex.

Commissioner Hogan called the meeting to order and welcomed those in attendance.

By signature and execution, the minutes of October 2017 were approved.

Under new business the following items were addressed and approved.

A. Approval of the Murray County Land Use and Development Planning Commission meeting minutes (documents are stored in 2017 Auxiliary Files)



**MURRAY COUNTY
COMMISSIONER'S OFFICE**

P.O. Box 1129 • 121 North 4th Ave., Chatsworth, GA 30705
Telephone 706-517-1400 • Fax 706-517-5193
www.murraycountyga.org

November 7th, 2017

Mr. Steve Anglea
113 Pine St.
Chatsworth, GA 30705

RE: Murray County Land Use Planning Commission Meeting of October 19, 2017

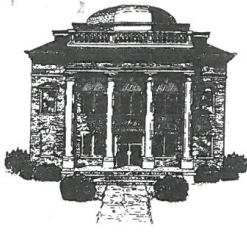
Dear Mr. Anglea,

I have reviewed the actions of the Commission taken at the October 19, 2017 meeting. I support the Commission's actions as being in the best interest of Murray County.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Hogan".

Greg Hogan,
County Commissioner



MURRAY COUNTY LAND USE PLANNING COMMISSION

P.O. Box 1129 / 121 N. 4th Avenue,
Chatsworth, Georgia 30705
(706) 517-1400 ext. 1208 or 1231 Fax (706) 517-5893
dbarnes@murraycountyga.gov

COPY

October 24, 2017

Mr. Greg Hogan
Murray County Commissioner
121 N. 4th Avenue
Chatsworth, GA. 30705

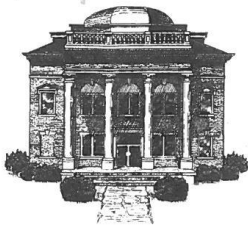
Mr. Hogan,

Attached is a copy of the Murray County Land Use Planning Commission meeting minutes of October 19, 2017. Upon review, your approval/ and or comments would be greatly appreciated.

Respectfully,

A handwritten signature in black ink, appearing to read "Steve Anglea".

Steve Anglea, Chairman



MURRAY COUNTY LAND USE PLANNING COMMISSION

P.O. Box 1129 / 121 N. 4th Avenue,
Chatsworth, Georgia 30705
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dbarnes@murraycountyga.gov

Minutes Murray County Land Use Planning Commission Meeting October 19, 2017

The meeting was called to order at 7 pm by Chairman Steve Anglea. Other members present were Edward Dunn, David Wells, Terry Wilson, Dick Barnes, Land Use Administrator for Murray County and Jazmin Flores, Planning Commission Secretary.

The first order of business on the agenda was approval of the agenda. David Wells made the motion to approve the agenda. Terry Wilson seconded the motion and the motion carried.

The second order of business was approval of the minutes of the September 19, 2017 meeting. Edward Dunn made the motion to approve the minutes as written. Terry Wilson seconded the motion. The motion carried with a unanimous vote.

Having no old business, the Chairman opened the first item of new business which was the Re-Classification of property from Suburban Residential to Rural Residential. Located on 13045 Hwy 225 N., Land Lot 121 and District 10 of Murray County consisting of 3.07 acres identified as Tax Parcel 0041-049, owned by Melissa Bowers

Mr. Barnes stated the property is in a mix use area. Mr. Barnes also stated the property had a manufactured home since 1993 and when zoning went into effect in 2003 property wasn't classified for mobile home use. He also stated the request was in order for granting and recommends approval. Mrs. Flores stated that all proper public notices had been made. Melissa Bowers was present but didn't address the counsel. There was no one else there in favor or against the proposal. The Chairman closed the public portion of the meeting for board discussion. Edward Dunn made the motion to approve the request. Terry Wilson seconded the motion and the motion carried in favor of the request.

The Chairman opened the public hearing on second item of new business, which was the Re-Classification of property from Highway Commercial to Rural Residential. Located on Falcon Circle Lot 91 & 92., Land Lot 61 and District 92 of Murray County. Consisting of 1.24 acres and identified as Tax Parcel 0046b-007, owned by Keiff Ellis.

Mr. Barnes stated the that the property is part of the Eagles Nest Subdivision and that the current zone was a computer glitch from back when aerial and parcel mapping was beginning. Mr. Barnes stated Keiff Ellis will use for residential purposes and for that reason this is a Commissioner request. He also stated the request was in order for granting and recommends approval. Mrs. Flores stated that all proper public notices had been made. There was no one else there in favor or against the proposal. The Chairman closed the public portion of the meeting for board discussion. David Wells made the motion to approve the request. Edward Dunn seconded the motion and the motion carried in favor of the request.

Having no other business, Edward Dunn made the motion to adjourn. Terry Wilson seconded the motion. The motion carried and the meeting adjourned at 7:09 P.M.

Respectfully submitted

Jazmin Flores, Planning Commission Secretary

B. Contract Extension: Prosecuting Attorney's Council to be reimbursed by Murray and Whitfield counties for state paid county personnel (documents are stored in 2017 Auxiliary Files)

STATE OF GEORGIA
PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA
STATE PAID, COUNTY REIMBURSED PERSONNEL (SPCR)
CONTRACT EXTENSION
COUNTY PAID PERSONNEL

COUNCIL ADMINISTRATIVE INFORMATION:

Contractor's FEI #: 58-600909
Contractor's FY End Date: JUNE 30, 2018
Contractor's Entity Type: LOCAL GOVERNMENT

Total Obligation: \$903,432.63
Federal: \$ _____
State: \$ _____
Match: \$ _____

1. GENERAL CONTRACT PROVISIONS:

(a) The contract made and entered into by and between the PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA, an agency of the Judicial Branch of the State of Georgia legally empowered to contract pursuant to O.C.G.A. §§ 15-18-44 and 15-18-20.1 and as otherwise identified in Section 2 of this contract extension, and hereinafter referred to as the COUNCIL and the

District Attorney for the Conasauga Judicial Circuit
P. O. Box 1086
Dalton, Georgia 30722
Phone: (706) 876-1300

And

The Whitfield County Board of Commissioners
Attention: County Administrator
301 W. Crawford Street
Dalton, Georgia 30720
Phone: (706) 275-7500

And

The Murray County Board of Commissioners
Attention: Honorable Greg Hogan
P. O. Box 1129
121 N. 4th Avenue
Chatsworth, Georgia 30705
Phone: (706) 517-1400

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legally empowered to contract pursuant to the laws of the State of Georgia, and hereinafter referred to as the CONTRACTOR, dated January 1, 2010, (hereinafter referred to as the "original contract") is hereby extended for the period of time specified in Section 2 of this contract.

(b) This contract extension is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in a court or other forum of competent jurisdiction within Fulton County, State of Georgia.

(c) Nothing contained in this contract shall be construed to constitute the CONTRACTOR or any of its employees, agents, or subcontractors as a partner, employee, or agent of the COUNCIL, nor shall either party to this contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

(d) By executing this contract extension, the CONTRACTOR warrants and guarantees that the resolution or resolutions adopted by the governing authority of the county or counties covered by the original contract which authorized the District Attorney for the Conasauga Judicial Circuit to enter into this contract on behalf of said county or counties as provided in O.C.G.A. § 15-18-21.1 remain in full force and effect. Said resolution or resolutions, copies of which are annexed to the original contract are incorporated herein by reference as fully set forth.

(e)

2. PERIOD OF CONTRACT:

This contract extension is effective as of the 1st day of July, 2017, and shall terminate on the 30th day of June, 2018, unless terminated earlier under other provisions of this contract.

3. COUNCIL AND CONTRACTOR CONTACT INFORMATION: Unless otherwise stated herein, the COUNCIL and CONTRACTOR contact information set forth in the original contract shall be the same for the period of this contract extension. Either party may change such information during the term of this contract extension by written notification to the other party.

4. SCOPE OF SERVICES. The Scope of Services set forth in the original contract shall remain the same during the term of this contract extension.

5. COUNTY PAYMENTS TO THE COUNCIL:

(a) The approved contract budget for the period of this contract as identified in Section 2 is \$903,432.63.

(b) The Contractor will pay the Council monthly payments for reimbursement of total allowable expenditures as invoiced monthly which are within the approved budget.

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6. CONTINUATION OF OTHER ORIGINAL CONTRACT PROVISIONS. The provisions of Sections 3 through 24 of the original contract shall remain in full force and effect during the term of this contract extension, unless modified in accordance with Section 9 of the original contract, and such provisions are incorporated herein by reference as if fully set forth.

7. ADDITIONAL PROVISIONS. New employees shall not be added to this contract without the expressed written consent of the Whitfield County Board of Commissioners and the Murray County Sole Commissioner.

8. CONTRACT EXTENSION ANNEX INCLUSION:

This contract includes annexes as listed below, which are hereto attached:

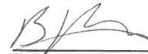
Annex A Contract Budget

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures the day and year first above written.

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CONTRACTOR EXECUTION:


Signature

8-22-17
**Date signed by Contractor

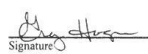
The Honorable Bert Poston
District Attorney, Conasauga Judicial Circuit
(Designee for Whitfield County)
P. O. Box 1086
Dalton, Georgia 30722
(706) 876-1300


Signature

10/9/2017
**Date signed by Commission Chairman

Lynn Laughter, Chairman
Whitfield County Board of Commissioners
Designee for Whitfield County
301 W. Crawford Street
Dalton, Georgia 30720
(706) 275-7500


**Must be a date equal to or earlier than the effective date of the contract as specified in Section 2 of this contract.


Signature

10-16-17
**Date signed by Commission Chairman

Greg Hogan Sole Commissioner
Murray County Board of Commissioners
Designee for Murray County
P. O. Box 1129
121 N. 4th Avenue
Chatsworth, Georgia 30705
(706) 517-1400

COUNCIL EXECUTION:


Signature

10-12-17
**Date signed by Council

Charles A. Spahos
Executive Director
Prosecuting Attorneys' Council of Georgia
1590 Adamson Parkway, 4th Floor
Morrow, Georgia 30260-1755

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Sl. No.		Particulars	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000	3001	3002	3003	3004	3005	3006	3007	3008	3009	3010	3011	3012	3013	3014	301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C. Agreement: GA Probation Services, Inc. to provide probation services for defendants convicted in Murray County Superior Court (documents are stored in 2017 Auxiliary Files)

AGREEMENT FOR PROBATION SERVICES

THIS AGREEMENT made and entered this _____ day of _____, 2017, by and between Murray County, Georgia (hereinafter referred to as the "County") and Georgia Probation Services, Inc. (hereinafter referred to as "GPSI"), and pursuant to the request and express written consent of the Chief Judge of the Superior Court of Murray County, Georgia (hereinafter referred to as the "Court").

W I T N E S S E T H:

WHEREAS, pursuant to the request and express written consent of the the Court under the provisions of O.C.G.A. Section 42-8-101, the County is authorized to contract with GPSI to provide probation supervision services for defendants convicted in the Superior Court of Murray County according to the terms of their sentence; and

WHEREAS, GPSI is a private corporation that provides such services and is duly qualified to provide comprehensive, professional probation services pursuant to O.C.G.A. Section 42-8-100, et seq., and has diligently and professionally provided such services to multiple courts throughout Georgia for many years, including the Superior Court of Murray County; and

WHEREAS, the parties hereto desire to enter into this Agreement for the provision by GPSI of such probation services as may be ordered by the Court;

to those services shall include the following:

1. GPSI shall comply with the provisions of O.C.G.A. Section 42-8-100, et seq., including any rules and regulations which may be promulgated from time to time by the Department of Community Supervision.
2. GPSI shall have competent and able personnel to provide the probation services to be rendered and appropriately administer the caseload. GPSI shall maintain adequate staffing levels as deemed necessary by the court to ensure quality case management. At no time shall the average probationer to staff caseload ratio exceed 350:1. All personnel shall undergo a background and criminal history records check in accordance with the law of this state and rules of the Department of Community Supervision to ensure no staff member shall have a felony record. All probation officers shall be at least 21 years of age and shall have completed at least a standard two-year college course of study. GPSI shall develop policies and procedures to ensure all probation officers are adequately trained and supervised. Such training, at a minimum, shall consist of an initial forty (40) hours of orientation upon employment and twenty (20) hours of continuing education per annum. The training shall be meet the requirements of the Department of Community Corrections. Training and employment of employees shall be in accordance with state law and any rules

NOW THEREFORE, in consideration of the mutual promises and covenants provided under the terms and conditions of this Agreement, the parties hereto agree as follows:

SECTION ONE

Exclusive Probation Provider

Pursuant to the request and express consent of the Court under the provisions of O.C.G.A. Section 42-8-101, the County does hereby contract with GPSI to be the exclusive entity authorized to provide probation services to the Superior Court of Murray County for the duration of this Agreement.

SECTION TWO

Period of Service

This Agreement shall commence on _____ and shall continue for a period of five years, at which time this Agreement shall expire. Provided, however, that this Agreement may be renewed for subsequent five-year periods under The same terms and conditions as are stated herein upon the Expressed written request and consent of the Court and approval by the County.

SECTION THREE

Scope of Services Provided

The services to be provided by GPSI for the Court to those individuals sentenced for misdemeanor offenses and placed on probation by the Court and the obligations of GPSI with respect

imposed by the Georgia Department of Community Corrections.

3. GPSI personnel shall attend any, and all criminal court sessions necessary for GPSI to fulfill its obligations under this Agreement.

4. GPSI shall provide probation services to probationers. Probation supervision shall consist of:

- (a) Attending court and interviewing probationers;
- (b) Securing information from probationers to establish and maintain personal history data and records as to each probationer under supervision;
- (c) Monitoring and supervising probationers to ensure compliance with the general terms and conditions of probation;
- (d) Collection of fines, court costs, surcharges, restitution and any other charges imposed by the Court;
- (e) Coordinating community service work by probationers and ensuring compliance by probationers;
- (f) Working with the Court and the County to develop additional community service outlets as necessary;
- (g) Coordinating the evaluation and assessment of probationers for drug/alcohol rehabilitation, psychological counseling, or educational programs mandated by the Court and ensuring completion of such programs by probationers; and
- (h) Coordinating with local authorities or facilities designated by the Court to secure drug and alcohol screens of

probationers as directed by the Court or performing drug and alcohol screens in-house.

5. Frequency and type of contacts with a probationer under probation supervision shall depend upon the probationer's compliance with the terms and conditions of probation. Probation officers will have minimum contact with a probationer at least once per month and may have more frequent contact if needed to insure compliance. Every effort will be made not to interfere with the probationer's employment. Attempts will be made to schedule visits so as not to create an undue travel burden upon the probationer. In some instances, reporting by mail or electronically will be allowed if the probationer is complying and it is advantageous to the probationer to report in that manner. Probationers will be allowed to report weekly or semi-weekly, if they desire, to accommodate their pay day schedule. In the event a probationer begins to fall into non-compliance, required visits may be increased, to, obtain compliance. These increased visits will be reasonable and will decline in frequency if the probationer returns to a compliant standard.

6. GPSI shall maintain files for all offenders sentenced to probation under the supervision of GPSI. GPSI shall maintain the confidentiality of all such files, except as otherwise provided in this Agreement, and by the laws of Georgia, including O.C.G.A. Section 42-8-108. GPSI will provide a

probation revocation hearings, sentencing hearings and such other hearings as deemed reasonable and necessary by the Court.

9. GPSI nor any of its employees shall engage in any other employment, business, or activity which interferes or conflicts with the duties and responsibilities under this contract. GPSI nor its employees shall have personal or business dealings, including the lending of money, with probationers under their supervision. GPSI nor any employees shall own, operate, have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services. GPSI nor any of its employees shall specify, directly or indirectly, a DUI, Alcohol or Drug Use Risk Reduction Program which a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs.

10. GPSI shall insure any evaluations or treatment programs ordered are completed in a timely manner. It is an inherent conflict for a probation provider to offer or benefit from any evaluation or treatment ordered by the Court. GPSI shall not offer any "in-house" treatment or evaluations required by the Court. All evaluations and treatment will be conducted by

quarterly report to the Court summarizing the number of offenders under supervision; the amount of all monies collected and the nature of such monies, including probation fees; the number of community service hours performed; the number of probationers for whom supervision was terminated and the reason for such termination; the number of warrants issued during the quarter and any other information requested by the Court in such detail as required by the Department of Community Supervision.

7. GPSI shall provide monthly financial reports to the clerk of the Court enumerating data pertinent to the collection of fines, court costs and any other monies due to the County. This report shall clearly identify each probationer, the amount paid and the amount outstanding. These monies and reports shall be provided by the 10th of each month. In addition, GPSI shall forward any restitution collected to the victims owed and any monies collected for the Georgia Crime Victims fund by the 10th of each month. GPSI shall provide to the Court specific information regarding the status of any individual probationer, or all probationers, upon request of the Court.

8. GPSI shall recommend revocation of a probationer's probation whenever he/she has failed to substantially comply with the terms and conditions of his/her probation. GPSI shall prepare probation violation warrants and orders for submission to the Court. GPSI personnel will be available to testify at

competent and professional entities. In no event shall GPSI, its staff or owners benefit from the requirements of a probationer to complete any court ordered treatment or evaluation.

11. GPSI shall drug test any probationer ordered to be tested by the Court. In addition, GPSI may drug test any probationer who exhibits signs of drug use or in the event GPSI receives information a probationer is using an illicit drug. These tests shall include alcohol, if relevant. There will be no fee for these tests.

SECTION FOUR

Probation Fees and Allocation of Payments

The Court shall order each probationer to pay to GPSI a probation supervision fee of \$41.00 per month. The payment of said fee shall be a term and condition of probation of each probationer, except those deemed by the Court to be indigent. The Court agrees to waive probation fees for indigent offenders only in such cases where fines and costs are waived as well.

GPSI shall collect said monthly probation fee for each month or portion of a month a probationer is under probation supervision. GPSI shall not collect fees for the complete term of probation in advance UNLESS the probationer desires to make early payment of said fees for his or her convenience AND all fines, costs, restitution and any other mandated charges have been paid. GPSI shall not request that a probation violation

warrant be issued by the Court when failure to pay probation fees is the only term of probation violated.

GPSI shall only collect fees for those sentenced as a "pay only" probation case in accordance with state law. Consecutive sentences shall not begin until the previous case has finished and no fees shall be due until the consecutive sentence has begun. In the event the probationer's case is suspended upon completion of all special conditions; probation fees will only be due to that point.

The Court shall have the right to review said probation fee annually and to increase said fee to keep pace with inflation. Any increase shall be rounded to the nearest dollar amount not to exceed the rate of inflation based upon the Consumer Price Index.

Each payment made by a probationer shall be allocated in the following manner: Any monthly probation fee due, any restitution due, any fines/cost due, any Georgia Crime Victims Fund due and any other mandated charges.

SECTION FIVE

Cooperation with GPSI

The Court and the County shall cooperate with GPSI in the rendition of probation services. The Court and the County shall make space available to GPSI adjacent to the courtroom during

shall approve those outside community service agencies for community service work to be performed by probationers. It shall be the responsibility of the County or the outside community agencies, as applicable, to provide community service work to be performed by probationers. The responsibility of GPSI shall consist of coordinating and scheduling probationers to appear at the times and places designated by the County or the outside community agencies for the performance of community service work. It shall be the responsibility of the County or outside community agencies, as applicable, to provide direct actual supervision over the probationers of the work performed and the manner of the work performed and to provide the probationers with any tools, equipment, implements, safety apparatus or mechanisms which may be useful or necessary to the probationers in performing the community service work. In the event a fine, cost, restitution or other money due is converted to community service, it shall be commensurate with the federal minimum wage.

SECTION SIX

Termination for Cause

In the event the County and the Court believe GPSI has materially failed to provide the services enumerated in this Agreement, the County shall notify GPSI in writing of the specific allegations. Within thirty (30) days of receipt of

court sessions, for GPSI personnel to interview probationers. The Court will timely notify GPSI of all criminal court sessions that GPSI shall be required to attend.

The Court shall timely review reports by GPSI regarding the failure of probationers to comply with the terms and conditions of probation established by the sentences of the Court. Any action taken for noncompliance, including the issuance of probation violation warrants, shall be in the sole discretion of the Court.

The Court and the County shall assist GPSI in obtaining access to criminal histories in the Georgia Crime Information Center (GCIC) and the National Crime Information Center (NCIC) for GPSI to enter and retrieve information as needed to insure the proper supervision of probationers.

The Court shall approve all community service outlets. The County shall assist in providing available names and telephone numbers of contact persons for community service work to be performed by probationers. If the County shall decline to provide names and addresses of contact persons within the County government and shall defer community service work to outside community agencies, GPSI, with the cooperation of local officials, shall develop a list of contact persons at outside community agencies which may utilize probationers doing community service work. The Court, through appropriate order,

such notice, GPSI shall take such measures as are reasonable and necessary to correct any deficiencies alleged. If GPSI fails to correct the matters complained of within thirty (30) days, the County may declare GPSI in default in its duties and obligations under this Agreement. In such event, the County, with agreement by the Court, may terminate this Agreement by written notice to GPSI.

The County or GPSI may terminate this Agreement based upon default by the other party (other than allegations as to deficiencies in service covered above) by giving the other party written notice thereof, specifying with particularity each such default. The party in default shall have thirty (30) days after receipt of said written notice to cure the default. If the party in default fails to cure the default within the thirty (30) day period, the other party may declare the Agreement terminated effective upon receipt of notice thereof by the defaulting party.

SECTION SEVEN

Termination Without Cause

The County, with agreement of the Court, may terminate this Agreement if: (1) GPSI becomes insolvent; (2) if GPSI is adjudicated a bankrupt; (3) or if a permanent receiver is appointed for GPSI, and such receiver is not removed within sixty (60) days after written notice from the County to GPSI to

obtain such removal.

SECTION EIGHT

Transfer of Duties Upon Termination

In the event GPSI defaults by failing to commence its services or fails to perform a material portion of services required under this Agreement, the County, with approval of the Court, may, at its election and upon thirty (30) days prior written notice to GPSI, take possession of the books and records maintained by GPSI under this Agreement. The County shall use the same in the performance of the services described herein. GPSI agrees to surrender peacefully said property upon receiving an itemized receipt from the County. If GPSI disputes the County's authority to take possession of such property pursuant to this provision, GPSI will not seek injunctive or other similar relief, but will either negotiate a settlement of the dispute or, alternatively, seek as its remedy monetary damages in a court of competent jurisdiction. GPSI shall receive just and equitable compensation and reimbursement for all work completed.

SECTION NINE

Right to Require Performance

The failure of the County at any time to require strict compliance and performance by GPSI of any term or condition of this Agreement shall not constitute a waiver by the County to

Community Supervision annually.

SECTION TWELVE

Indemnification/Hold Harmless

Neither the Court nor the County shall be liable to GPSI, nor to any agent or employee of GPSI, for any act or omission of GPSI, its agents or employees in the performance of any, and all services conducted on the property of the County by GPSI. In addition, GPSI agrees to indemnify the Court and the County against, and hold the Court and the County, their agents and employees harmless from any, and all claims, actions, damages, liabilities, or losses (including, but not limited to attorney's fees and court costs) directly related to the services performed by GPSI.

GPSI shall have no responsibility regarding the direct actual supervision of any probationer performing community service work beyond coordinating and scheduling the probationers to report for such work.

SECTION THIRTEEN

Assignability

The duties and obligations of GPSI may not be assigned or transferred by GPSI to any other private or public corporation, enterprise, agency, entity or individual without the express written consent of the Court and the County, which shall not be

enforce strict compliance and performance by GPSI in the future. Furthermore, any waiver by the County of any breach or default by GPSI of any provision of this Agreement shall not be deemed a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

SECTION TEN

Access to Books and Records

Except as provided otherwise by law, all reports, files, records and papers of whatever kind relative to the supervision of probationers sentenced by the Court, are declared to be confidential but shall be available to the County, or an auditor appointed by the County, the Court, the Department of Audits and Accounts, or the Department of Community Supervision.

SECTION ELEVEN

Insurance

During the term of this Agreement and any extension thereof, GPSI shall maintain general liability insurance coverage in the amount of \$1,000,000.00. To address bonding of staff, GPSI shall maintain employee theft coverage of at least \$25,000. GPSI shall provide written notice to the Court and the County within thirty (30) days of any material changes of insurance coverage, including cancellation. Appropriate evidence of said insurance coverages shall be provided by GPSI to the Court and County upon request and to the Department of

unreasonably withheld. Such transfer must be in accordance with the laws of this state, the rules of the Department of Community Supervision and the consent of the Department of Community Supervision.

SECTION FOURTEEN

Validity and Severability

This agreement shall not be binding upon the successors to the undersigned judge of the Superior Court of Murray County. In the event the undersigned judge is succeeded and this agreement is not ratified by such successor, GPSI shall be permitted a reasonable period, no less than ninety (90) days, in which to terminate its activities. GPSI shall notify any successor of his/her right to request and consent to this agreement, or not, within 30 days of said successor assuming office.

The provisions enumerated in this Agreement shall be deemed valid in so far as they do not violate any county, state, or federal laws. In the event, any provision is deemed by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall be construed as if such provision did not exist and the provision shall be considered severed from this instrument.

SECTION FIFTEEN

Notice

Any notice pursuant to the Agreement must be in writing and served by registered or certified mail addressed to:

Honorable William T. Boyett
Chief Judge, Superior Court of Murray County
PO Box 2582
Dalton, GA 30722

Greg Hogan
Sole Commissioner, Murray County Georgia
PO Box 1129
Chatsworth, GA 30705

Tony M. Moreland
Chief Executive Officer
Georgia Probation Services, Inc.
P. O. Box 906
Trenton, Georgia 30752

In the event the names or addresses of the parties shall change from that indicated above, it shall be the obligation of the party making the change to promptly notify the other in writing of such change.

SECTION SIXTEEN

Entire Agreement

This instrument contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No amendment or modification to this Agreement shall be effective unless in

writing and signed by all parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals on the day and year first above written.

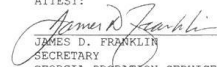


GREG HOGAN
SOLE COMMISSIONER, MURRAY COUNTY

ATTEST:




ATTEST:



JAMES D. FRANKLIN
SECRETARY
GEORGIA PROBATION SERVICES, INC.

(SEAL)



TONY M. MORELAND
CHIEF EXECUTIVE OFFICER
GEORGIA PROBATION SERVICES, INC.

AGREEMENT REQUESTED AND EXPRESSLY
CONSENTED TO BY:



HONORABLE WILLIAM T. BOYETT
CHIEF JUDGE, SUPERIOR COURT OF MURRAY COUNTY

D. Contract: Transit Alliance Group, Inc. as agent for GA Dept. of Human Resources for FY 2017 annual transportation operating services through Murray Transit (documents are stored in 2017 Auxiliary Files)

TRANSPORTATION SERVICES CONTRACT

By

TRANSIT ALLIANCE GROUP, INC.

With

Murray Transit

SECTION I: GENERAL CONTRACT PROVISIONS

PARA #101: CONTRACT BETWEEN:

This contract is made and entered into by and between the CONTRACTOR, the **Transit Alliance Group, Inc.**, legally empowered to contract pursuant to the Official Code of Georgia Annotated (OCGA) and hereinafter referred to as "TAG";

AND

Murray Transit

Legally empowered to contract pursuant to the laws of Georgia, and hereinafter referred to as the "SUBCONTRACTOR".

This contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia.

Nothing contained in this contract shall be construed to constitute the SUBCONTRACTOR or any of its employees, agents, or sub-SUBCONTRACTORS as a partner, employee, or agent of TAG, nor shall either party to this contract have any authority to bind the other in any respect, it being intended that each shall remain an independent SUBCONTRACTOR.

The person signing this document on behalf of SUBCONTRACTOR has full power and has been properly authorized and empowered to enter into this Contract.

PARA #102 PERIOD OF CONTRACT:

This contract has an effective beginning date of July 1, 2017, and shall terminate on June 30, 2018, unless terminated earlier under other provisions of this contract.

PARA # 103 TAG AND SUBCONTRACTOR AGREEMENTS:

WITNESSETH:

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following the end of each month that details the total trips provided (and no-shows). These reports will provide the names of each consumer, the date of service provision, and numbers of trips provided (for each consumer) during that month. *See the TRIPS manual for instructions regarding disposition of trips in the TRIPS system.

7. To submit a Monthly Usage Report that provides the number of miles traveled, the hours worked, the number of drivers used and the total number of vehicles used in that service month. This report will be completed by the transportation provider and submitted electronically with the monthly invoice by the 5th workday of the month. The report is attached as **Annex C**.

8. To submit a Report of Certified or In-Kind Cost to TAG with the Monthly Invoice by the 5th workday following the end of each month for transportation providers receiving Aging dollars each month. Transportation providers may claim In-Kind costs (if appropriate and available) in lieu of cash match for their aging reimbursements. The Certified Cost Form is attached as **Annex D**.

9. To attend scheduled meetings with the Regional Transportation Coordinating Committee (RTCC) and called meetings as determined necessary by TAG and/or the DHS Regional Transportation Coordinator.

10. To attend SUBCONTRACTOR and Human Service Provider training and meetings as scheduled and deemed necessary by TAG.

11. To implement such service expansions or improvements as may be recommended by the RTCC and accepted by TAG and DHS, or as may otherwise be agreed upon between the parties from time to time.

12. To maintain updated internet accessibility and an updated Microsoft Windows operating system, both within the last two released versions, in order to be able to properly access and utilize a web-based trip ordering system.

13. To be willing to assist with evacuation efforts in a governor-declared state of emergency.

14. That if the SUBCONTRACTOR elects to use the DHS vehicles offered by the DHS and TAG to provide services, the SUBCONTRACTOR will be responsible for maintaining the vehicle(s) (including preventive maintenance, cleaning and repair and component replacement as necessary) in accordance with the **DHS Office of Facilities and Support Services Transportation Manual**. SUBCONTRACTOR will provide all vehicle insurance coverage in accordance with the **DHS Office of Facilities & Support Services Risk Management Programs and Claims Manual**. SUBCONTRACTOR will defend all suits brought upon such claim, and will pay all cost and expenses incidental thereto. However, agencies shall have the right, at their own expense, to participate in the defense of any suit, without relieving the SUBCONTRACTOR of any obligation thereunder. The SUBCONTRACTOR will return DHS vehicles to TAG/DHS in

WHEREAS, TAG has a need for and desires a coordinated transportation system for human service agency clients and the general public and

WHEREAS, the SUBCONTRACTOR has represented to TAG its desire and ability to provide this service

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

A. The SUBCONTRACTOR agrees:

1. To provide transportation services for residents of the service area location whose services are ordered by DHS Human Service Providers (HSP) and authorized by the DHS Planning and Service Area, Region 1, in accordance with the Statement of Work described in **Annex A**. The primary county for which the SUBCONTRACTOR will provide service is **Murray County**. However, SUBCONTRACTOR will be responsible for transporting consumers outside their primary service area for consumers who attend human service agencies in other counties within Region 1; and to provide supportive employment transportation for consumers from the agencies within **Murray County** if needed and requested. These locations may include, but not be limited to surrounding counties within Region 1.

2. To provide and/or coordinate transportation of consumers who reside in the counties of Region 1 and are served at DHS sites located within Region 1.

3. To make transportation services available twenty-four (24) hours per day, seven (7) days per week. Core hours are between 6 a.m. and 6 p.m., Sunday through Saturday; however, the SUBCONTRACTOR must provide scheduled trips within non-core hours of 6:01PM through 5:59 AM as demand warrants.

4. To register and process all trips through the DHS TRIPS (electronic registration system) in order for a trip to be provided and billed. All trip orders from Human Service Providers must be entered into TRIPS and submitted to the transportation provider by noon the day prior to the date the service is requested. (Urgent trips or emergencies will be addressed on a case-by-case basis.) Any trip order that has incomplete or unclear information will not be accepted for service, and will be returned by the transportation provider to the HSP. *See the TRIPS manual for instructions for HSPs and Transportation Providers regarding registering, ordering, and providing transportation via the TRIPS system.

5. To attend TRIPS training provided by DHS and TAG for HSPs and Transportation Providers.

6. To submit an electronic Subcontractor's Invoice Backup Report (Invoice) and a Subcontractor's Invoice Summary Report to TAG by the 5th business day

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good condition upon termination of their contract with TAG. The SUBCONTRACTOR will be responsible for any expenses incurred by the DHS or TAG due to the failure of the SUBCONTRACTOR to return any vehicles in good condition. Expenses incurred by the DHS or TAG to restore vehicles to good condition shall be deducted from the final payment to the SUBCONTRACTOR, or if the expenses exceed final payment, billed to the SUBCONTRACTOR.

15. That the SUBCONTRACTOR is responsible for notifying TAG of any incidents or accidents associated with the DHS transportation program and/or vehicles as outlined in the **DHS Administrative Policy and Procedures Manual**, Part IX, and the **Office of Facilities & Support Services Transportation Manual**.

B. TAG will:

1. Monitor and evaluate SUBCONTRACTOR activities for effectiveness throughout the contract year.

2. Provide technical assistance, guidance, consultation, management support and other necessary support as needed and requested.

PARA #104: DEPARTMENT AND SUBCONTRACTOR CONTACT INFORMATION

A. **Mailing Addresses:** The mailing addresses, telephone numbers, and contact persons listed below for the Transit Alliance Group, Inc. (TAG) and the SUBCONTRACTOR may be changed during the term of this contract by written notification to the other party by TAG office representatives or by the SUBCONTRACTOR.

1. TAG mailing address and telephone number for correspondence, reports, and other matters relative to this contract, except as otherwise indicated, are:

Transit Alliance Group, Inc.
ATTN: Barbara Hurst, Chief Executive Officer
1422 Green Road, Suite O
Chatsworth, GA 30705
Telephone: (706) 971-3221
Fax: (706) 971-3316
Email: barbarahurst@transitag.org

2. The SUBCONTRACTOR's mailing address and telephone number for correspondence, reports, and other matters relative to this contract are:

Murray Transit
P. O. Box 1129
Chatsworth, GA 30705
Attention: Betty Elrod

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Telephone: 706/695-5161
Fax: 706/517-8891
Email: murraytransit@yahoo.com

PARA #105: NONDISCRIMINATION BY SUBCONTRACTORS AND SUB-SUBCONTRACTORS

- A. **NONDISCRIMINATION IN EMPLOYMENT PRACTICES:** The SUBCONTRACTOR agrees to comply with federal and state laws, rules and regulations, and the Department of Human Services' policy relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.
- B. **NONDISCRIMINATION IN CLIENT/CLIENT SERVICE PRACTICES:** The SUBCONTRACTOR agrees to comply with federal and state laws, rules and regulations, and the Department of Human Services' policy relative to nondiscrimination in consumer/customer/client service practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department of Human Services and TAG.
- C. **COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT:** The SUBCONTRACTOR agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules, and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.
- D. **SUBSUBCONTRACTOR COMPLIANCE** The SUBCONTRACTOR agrees to require any subSUBCONTRACTOR performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations, and policies described in this paragraph.

PARA #106 CONFIDENTIALITY OF INDIVIDUAL INFORMATION

The SUBCONTRACTOR agrees to abide by all state and federal laws, rules and regulations, and the Department of Human Services policy on respecting confidentiality of an individual's records. SUBCONTRACTOR further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, client, or responsible parent or guardian.

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PARA #107: CONFLICT OF INTEREST

- A. The SUBCONTRACTOR and TAG certify that the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, which prohibit and regulate certain transactions between certain state officials or employees and the State of Georgia, have not been violated, and will not be violated, in any respect.
- B. **CODE OF CONDUCT AND CONFLICT OF INTEREST / ANTI FRAUD PROCEDURES:** No officer, employee, or agent of the SUBCONTRACTOR shall solicit or accept gratuities, favors, or anything of monetary value from suppliers, or potential suppliers, including subSUBCONTRACTORS under this contract.

PARA #108: CONTRACT MODIFICATION/ALTERATION

- A. No modification or alteration of this agreement will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this contract as an amendment indicating the contract number involved, the original contracting parties and the original effective date of the contract and the paragraph(s) being modified or superseded, except as stated in subparagraph B immediately below.
- B. In the event that either of the sources of reimbursement for services under this contract (appropriations from the General Assembly of the State of Georgia, or the Congress of the United States of America) are reduced during the term of this contract, TAG has the absolute right to make financial and other adjustments to this contract and to notify the SUBCONTRACTOR accordingly. Such adjustment(s) may require a contract amendment including, but not limited to, a termination of the contract. The certification by either the Chief Executive Officer of the Transit Alliance Group, Inc. or the Commissioner of the Georgia Department of Human Services of the occurrence of either of the reductions stated above shall be conclusive.

PARA #109: TAG RIGHT TO SUSPEND CONTRACT

TAG reserves the right to suspend the contract/sub-grant in whole or in part under this contract provision if it appears to TAG that the SUBCONTRACTOR is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this contract, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement, at the discretion of TAG, in the programmatic performance or service delivery.

PARA #110: SEVERABILITY

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal, or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full

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force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

PARA #111: TERMINATION

- A. **Due to non-availability of funds.** Notwithstanding any other provision of this contract, in the event that either of the sources of reimbursement for services under this contract (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of TAG incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this contract shall immediately terminate without further obligation of TAG as of that moment. The certification by either the Chief Executive Officer of the Transit Alliance Group, Inc. or the Commissioner of the Georgia Department of Human Services of the occurrence of either of the events stated above shall be conclusive.
- B. **Due to default or for cause.** This contract may be terminated for cause, in whole or in part, at any time by TAG for failure of the SUBCONTRACTOR to perform any of the provisions hereof. Should TAG exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The SUBCONTRACTOR will be required to submit the final contract expenditure report no later than 30 days after the effective date of written notice of termination. Upon termination of this contract, the SUBCONTRACTOR shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this contract.
- C. **For Convenience.** This contract may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this contract must give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination. If the SUBCONTRACTOR fails to give proper notice and/or fails to provide services throughout the entire 60-day notice period, such action shall be considered in breach of contract and/or gross negligence. The penalty for a breach of contract and/or gross negligence can result in the calling in of posted performance bond and/or withholding of any outstanding reimbursements.
- D. Notwithstanding any other provision of this paragraph, this contract may be immediately terminated without any opportunity to cure, if any of the following events occurs:
1. SUBCONTRACTOR becomes insolvent or liquidation or dissolution or a sale of the SUBCONTRACTOR's assets begins.
 2. SUBCONTRACTOR or any subSUBCONTRACTOR violates or fails to comply with any applicable provision of federal or state law or regulation.
 3. SUBCONTRACTOR or any subSUBCONTRACTOR knowingly provides

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fraudulent, misleading or misrepresentative information to any consumer/customer/client of DHS or to DHS, or to TAG.

4. SUBCONTRACTOR has exhibited an inability to meet its financial or services obligations under this contract or fails to comply with Paragraph 114 of this agreement.
5. A voluntary or involuntary bankruptcy petition is filed by or against the SUBCONTRACTOR under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.
6. An assignment is made by the SUBCONTRACTOR for the benefit of creditors.
7. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the SUBCONTRACTOR.
8. TAG deems that such termination is necessary if the SUBCONTRACTOR or any subSUBCONTRACTOR fails to protect or potentially threatens the health or safety of any consumer/customer/client of DHS, and/or to prevent or protect against fraud or otherwise protect TAG or the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
9. SUBCONTRACTOR is debared or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.

PARA #112: COOPERATION IN TRANSITION OF SERVICES

The SUBCONTRACTOR agrees upon termination of this contract, in whole or in part, for any reason to cooperate as requested by TAG to effectuate the smooth and reasonable transition of the care and services for DHS consumers/customers/clients as directed by TAG. This will include but not be limited to the transfer of the consumer/customer/client records, personal belongings, as directed by TAG. The SUBCONTRACTOR further agrees that should it go out of business and/or cease to operate, all original records of consumers/customers/clients served pursuant to this contract shall be transferred by the SUBCONTRACTOR to TAG and/or DHS immediately and shall become the property of TAG.

PARA #113: FORCE MAJEURE

Each party will be excused from performance under this contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not constitute a default under this contract or be a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the SUBCONTRACTOR from its liability for work performed by any subSUBCONTRACTOR. If the services to be provided to TAG are interrupted by a force majeure event, TAG will be entitled to an equitable adjustment to the fees and other payments due under this contract.

PARA #114: ACCESS TO RECORDS AND INVESTIGATION

- A. The state and federal government, the Department of Human Services, and TAG shall have full and complete access to all consumer/customer/client records, administrative records, financial records, pertinent books, documents, papers,

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correspondence, including e-mails, management reports, memoranda, and any other records of the SUBCONTRACTOR and subSUBCONTRACTOR for the purpose of conducting or reviewing audit examinations, excerpts, and transcripts. At the request of TAG, SUBCONTRACTOR shall make any such records available to TAG within 48 hours of receipt of notice. SUBCONTRACTOR and subSUBCONTRACTOR record retention requirements are five years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

- B. The SUBCONTRACTOR agrees that TAG and/or the DHS Office of Fraud and Abuse (upon the request of the DHS Commissioner or his designee), has full authority to investigate any allegation of misconduct in performance of duties arising from this contract made against an employee of the SUBCONTRACTOR. The SUBCONTRACTOR agrees to cooperate fully in such investigations by providing the Office of Investigative Services full access to its records and by allowing its employees to be interviewed during such investigations.
- C. TAG shall have the right to monitor and inspect the operations of the SUBCONTRACTOR and any subSUBCONTRACTOR for compliance with the provisions of this Contract and all applicable federal and state laws and regulations, with or without notice, at any time during the term of this Contract. The SUBCONTRACTOR agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include, without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of service authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. TAG will develop a report of its findings and may require the SUBCONTRACTOR to develop corrective action plans as appropriate. Such corrective action plans may include requiring the SUBCONTRACTOR to make changes in service authorization, utilization practices, and/or any activity deemed necessary by TAG.

PARA #115: TAG APPROVAL OF SUBCONTRACTS

- A. Any subcontracts or delegations of the authority herein will be submitted to TAG for approval prior to execution. The SUBCONTRACTOR will be responsible for the performance of any subSUBCONTRACTOR to whom any duties are delegated under any provision of this contract. In no event shall performance of any provision of this contract be subcontracted without the prior written consent of TAG.
- B. The SUBCONTRACTOR agrees to reimburse TAG for any federal or state audit disallowances arising from the subSUBCONTRACTOR's performance or non-performance of duties under this contract, which are delegated, to the subSUBCONTRACTOR.
- C. If the SUBCONTRACTOR subcontracts for the provision of any deliverables

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- A. The SUBCONTRACTOR agrees not to release any information, findings, research, reports, recommendations, or other material developed or utilized during or as a result of this contract until such time as the information has been provided to TAG and the Department of Human Services, and made a matter of public record.
- B. The SUBCONTRACTOR further agrees that any research, study, review, or analysis of the consumers/customers/clients served under this contract by any outside individual or organization must be reviewed and approved by TAG and the Department of Human Services.

PARA #119: DRUG-FREE WORKPLACE

- A. If SUBCONTRACTOR is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.
- B. If SUBCONTRACTOR is an entity other than an individual, it hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:
 1. A drug-free workplace will be provided for the SUBCONTRACTOR's employees during the performance of this contract; and
 2. It will secure from any subSUBCONTRACTOR hired to work in a drug-free workplace the following written certification: As part of the subcontracting agreement with (SUBCONTRACTOR's Name), (subSUBCONTRACTOR's Name), certifies to the SUBCONTRACTOR that a drug-free workplace will be provided for the subSUBCONTRACTOR's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3.
- C. SUBCONTRACTOR may be suspended, terminated, or debarred if it is determined that:
 1. The SUBCONTRACTOR has made false certification hereinabove; or
 2. The SUBCONTRACTOR has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

PARA #120 CRIMINAL RECORDS INVESTIGATIONS

- A. The SUBCONTRACTOR agrees that, for the filling of positions or classes of positions having direct care/treatment/custodial responsibilities for services rendered under this contract, applicants selected for such positions shall undergo a criminal record history investigation, which shall include a fingerprint record check pursuant to the provisions of Section 49-2-14 of the Official Code of Georgia

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pursuant to this contract, the SUBCONTRACTOR agrees to include the following in each subcontract:

1. Stipulations that the subSUBCONTRACTOR is required to adhere to each provision of this contract related to the quality and quantity of deliverables, compliance with state and federal laws and regulations, confidentiality, auditing, access to records, and contract administration.
- D. The SUBCONTRACTOR shall promptly pursue, at its own expense, appropriate legal and equitable remedies against any subSUBCONTRACTOR who fails to adhere to the contract requirements. The SUBCONTRACTOR's failure to proceed against a subSUBCONTRACTOR will constitute a separate breach by the SUBCONTRACTOR in which case TAG and/or DHS may pursue appropriate remedies as a result of such breach.
- E. The Chief Executive Officer of TAG is the nonprofit's approving authority for subcontracts and delegation of authority.

PARA #116: SUBCONTRACTOR/SUBSUBCONTRACTOR LICENSE REQUIREMENTS

- A. The SUBCONTRACTOR agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this contract.
- B. The SUBCONTRACTOR is responsible for ensuring that subSUBCONTRACTORS are appropriately licensed.
- C. The SUBCONTRACTOR agrees that if it loses or has sanctioned any license, certification, or accreditation required by this Contract or state and federal laws, that this contract may be terminated immediately in whole or in part.

PARA #117: PUBLICITY

SUBCONTRACTOR must ensure that any publicity given to the program or services provided herein identify the Department of Human Services (DHS) and TAG as sponsoring agencies. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the SUBCONTRACTOR. Prior approval for the materials must be received from TAG Chief Executive Officer and/or the DHS Regional Transportation Coordinator. All media and public information materials must also be approved by the Commissioner's Office of Policy and Government Services, Office of Communications. In addition, the SUBCONTRACTOR shall not display DHS' or TAG's name or logo in any manner, including, but not limited to, display on SUBCONTRACTOR's letterhead or physical plant, without the prior written authorization of the DHS Commissioner and the Chief Executive Officer of TAG.

PARA #118: CONSULTANT/STUDY CONTRACT

Annotated (refer to **Annex E**). Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology. SUBCONTRACTOR must utilize one of the following methods to comply with this requirement:

1. SUBCONTRACTOR will register with the Georgia Applicant Processing Services (GAPS) at www.ga.cogentid.com and follow the instructions provided at that website.
- B. Pursuant to O.C.G.A. 49-2-14, the Department, after receiving and reviewing the criminal history report generated through the Live Scan process, will advise the SUBCONTRACTOR if any information contained in the report indicates a crime prohibited by duly published criteria within the Department. Under such circumstances, the individual so identified will not be employed for the purpose of providing services under this contract.
- C. Provisions of this paragraph of the contract shall not apply to persons employed in day-care centers, group day-care homes, family daycare homes, child-caring institutions or child care learning centers which are required to be licensed, registered, or commissioned by the Department or by the Georgia Department of Early Care and Learning, or to personal care homes required to be licensed, permitted, or registered by the Department.

PARA #121 AIDS POLICY

The SUBCONTRACTOR agrees, as a condition to provision of services to the Department of Human Services clients/patients, not to discriminate against any client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The SUBCONTRACTOR is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from TAG and appropriate division or office of the DHS, as the SUBCONTRACTOR deems necessary. The SUBCONTRACTOR further agrees to refer those clients/patients requesting additional AIDS related services or information to the appropriate county health department.

PARA #122: FEDERAL AND DEPARTMENTAL PROHIBITIONS AND REQUIREMENTS RELATED TO LOBBYING

- A. Pursuant to Section 1352 of Public Law 101-121, the SUBCONTRACTOR agrees that:
 1. No federally appropriated funds have been paid or will be paid, by or on behalf of the SUBCONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

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2. As a condition of receipt of any federal contract, grant, loan, or cooperative agreement exceeding \$100,000, the SUBCONTRACTOR shall file with TAG a signed "Certification Regarding Lobbying," attached hereto as **Annex E**.

3. If any funds other than federally appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the SUBCONTRACTOR shall complete and submit Standard Form "Disclosure Form to Report Lobbying," in accordance with its instructions, copies of which may be obtained from the Department; and

4. A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by SUBCONTRACTOR under subparagraphs (b) or (c) of this paragraph. An event that materially affects the accuracy of the information reported includes:

- i. A cumulative increase of \$25,000 or more in the amount paid, or expected to be paid, for influencing or attempting to influence a covered federal action; or
- ii. A change in the person(s) or individual(s) influencing, or attempting to influence, a covered federal action; or
- iii. A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered federal action.

Any SUBCONTRACTOR who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

An imposition of a civil penalty under this section does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.

The SUBCONTRACTOR shall require that the prohibitions and requirements of this paragraph be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

B. SUBCONTRACTOR further agrees that in accordance with the federal appropriations act:

1. No part of any federal funds contained in this contract shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution or use of any kit,

pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.

2. No part of any federal funds contained in this contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

C. SUBCONTRACTOR further agrees that no part of state funds contained in this contract shall be used for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, Internet, or video presentation designed to support or defeat legislation pending before the General Assembly or any committee thereof, or the approval or veto of legislation by the Governor or for any other related purposes.

PARA #123: INDEMNIFICATION / HOLD HARMLESS CLAUSE

SUBCONTRACTOR hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect, and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DHS, TAG, and their officers and employees (collectively "Indemnitees") of, from any and all claims, demands, liabilities, losses, costs, or expenses for any loss or damage for bodily injury, including but not limited to death, personal injury, property damage, attorneys' fees caused by growing out of, or otherwise happening in connection with, this Contract, due to any act or omission on the part of SUBCONTRACTOR, its agents, employees, subSUBCONTRACTORS, or others working at the direction of SUBCONTRACTOR or on SUBCONTRACTOR's behalf, or due to any breach of this Contract by SUBCONTRACTOR (collectively, the "Indemnity Claims").

This indemnification extends to the successors and assigns of the SUBCONTRACTOR, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the SUBCONTRACTOR.

If, and to the extent, such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the "funds"), the SUBCONTRACTOR agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the SUBCONTRACTOR and its insurers waive any right of subrogation against the State of Georgia, the Indemnitees, and the Funds and insurers participating there under, to the full extent of this indemnification.

SUBCONTRACTOR shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit brought against the State of Georgia and/or TAG.

PARA #124: DEBARMENT

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In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 78, 100-510, SUBCONTRACTOR certifies by signing **Annex G** that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency. SUBCONTRACTOR further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

PARA #125: PROPERTY MANAGEMENT REQUIREMENTS

The SUBCONTRACTOR agrees:

- A. That all DHS property assigned to the SUBCONTRACTOR during the term of this contract and all previous contracts is property of the State of Georgia and the DHS and is subject to the rules and regulations of the DHS throughout the life and disposition of said property. Said property cannot be transferred or otherwise disposed of without prior written approval of the DHS Asset Services Section.
- B. To adhere to all policies and procedures as promulgated in the DHS Administrative Policy and Procedures Manual, Part IX, and the Office of Facilities & Support Services Transportation Manual, which are by reference made a part of this contract. SUBCONTRACTOR understands that the requirements for inventory of property and a control system to safeguard against loss, damage or theft as contained in the property manual and shall be followed.
- C. In the event the contract is terminated prior to expiration or is not renewed, SUBCONTRACTOR agrees to properly transfer or dispose of all state property as follows:
 1. Prepare Form 5086, Equipment Status Change form listing all state equipment in the SUBCONTRACTOR's possession and send this form to the Department of Human Services - Office of Facilities and Support Services - Regional Transportation Coordinator for final determination.
 2. Upon notification by the Office of Facilities and Support Services, SUBCONTRACTOR agrees to transport the state property to the designated state surplus facility. Expenses incurred by the SUBCONTRACTOR in transporting this equipment may be charged to the terminated contract.

The DHS property coordinator will confirm, by written notification to the Office of Facility and Support Services that all surplus property listed on completed Form 5086 has received proper transfer or disposition.

PARA # 126: VIOLATIONS OF THIS CONTRACT

TAG will impose sanctions and/or penalties for violations or breaches of the terms of this contract. Sanctions and penalties include, but are not limited to, the following:

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- A. Withholding payment to the SUBCONTRACTOR until the violation has been corrected;
- B. Disallowance of costs associated with or created by the violation;
- C. De-obligation of funds from this contract;
- D. Termination of this contract in accordance with **PARA #111**.

SECTION II: BUDGET REQUIREMENTS AND PAYMENT PROVISIONS,

PARA #201: PAYMENT TO SUBCONTRACTOR AND SUBCONTRACTOR MATCH REQUIREMENT

TAG will reimburse the SUBCONTRACTOR for all one-way completed and no-show passenger trips that are processed and approved in the TRIPS electronic data entry system. Reimbursements will be made on a monthly basis with the SUBCONTRACTOR's billing cycle beginning with the first day of the month and ending with the last day of the month.

A projected budget for the fiscal year is provided to the SUBCONTRACTOR that outlines the number of (projected) trips that are expected to be provided during the fiscal year; the agreed upon trip rate for each service; and the projected funding amounts (for the fiscal year) to cover those trips. This funding amount cannot be exceeded without authorization and approval by TAG and DHS. SUBCONTRACTORS should use the fiscal year budget projections to determine their anticipated service levels and revenues. See **ANNEX B** for the FY16 trip projections and revenues.

Refer to **Annex A** – DHS Statement of Work – Section IV (Trip Classification and Reimbursement) for an explanation of types of trips by service, order of priority, and reimbursement criteria.

Payment to the SUBCONTRACTOR will be issued within two (2) business days following the receipt of DHS payment by TAG. The SUBCONTRACTOR is to contact TAG for all payment and billing issues. Such issues include, but are not limited to, reimbursements, billing errors, billing resolution, and payment schedules. Under no circumstances should the SUBCONTRACTOR contact the Department of Human Services to resolve these issues.

PARA #202: INVOICE SUBMISSION

The SUBCONTRACTOR agrees to submit an invoice in accordance with the fixed rate/progress payment schedule not later than the 5th work day after the end of each month during the term of this contract. The invoice and client data forms to be used are part of the TRIPS electronic reporting system. The electronic invoice and summary reports are to be completed by the SUBCONTRACTOR and submitted as "Excel" documents to TAG by the 5th workday of each month. DHS and TAG reimburses for services provided and verified through TRIPS; therefore, any service provided but not entered into and processed through TRIPS will not be reimbursed. TAG reserves the right to request

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additional documentation and data as deemed necessary.

PARA #203: REQUIREMENTS FOR CERTIFIED COST AND/OR IN-KIND MATCH:

Social Services Block Grant (SSBG) and Title III funding used for provision of Aging trips require an associated match relative to the funding source. In-Kind matches may be used in lieu of cash matches for these fund sources; however, regardless of whether match is verified with In-Kind or cash match, a Certified Cost Form must be completed, signed, and submitted with the SUBCONTRACTOR'S monthly invoice and reports to verify the amount of the associated match relative to SSBG and Title III Aging dollars.
*Note: No associated match is required for DFCS or DBHDD funding.

PARA #204: LIABILITY COVERAGE

The SUBCONTRACTOR must purchase and retain insurance coverage for DHS and Non-DHS vehicles used for coordinated transportation.

All SUBCONTRACTORS must carry the required amount of insurance as stipulated by DHS in order to provide transportation for their consumers. These limits pertain to all transportation providers and all vehicles, regardless of whether they are DHS-owned or non-DHS vehicles.

- DHS limits of liability are:
- o Liability insurance coverage of \$1,000,000 per person and \$3,000,000 per occurrence and
 - o Bodily injury and property damage coverage in the amount of \$1,000,000 per person, and \$3,000,000 per occurrence.

*Refer to the DHS Coordinated Transportation Manual, Chapter II, Section F (3) for additional information or clarification.

SECTION III: COMPLIANCE WITH SPECIFIC STATE AND FEDERAL LAWS, RULES, REGULATIONS, AND STANDARDS

PARA #301: STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS

SUBCONTRACTOR agrees that all work done as part of this contract will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations, and agrees to fully reimburse TAG for any loss of funds or resources resulting from non-compliance by the SUBCONTRACTOR, its staff, agents, or subSUBCONTRACTOR as revealed in any subsequent audits. SUBCONTRACTOR understands that the following items specifically apply to this contract, but do not exclude

any other applicable federal or state laws or requirements.

A. Compliance with Health Insurance Portability and Accountability Act (HIPAA):

It is understood and agreed that TAG is a "covered entity" as defined by HIPAA of 1996 and the federal "Standards for Privacy of Individually Identifiable Health Information" promulgated there under at 45 CFR Parts 160 and 164. Further, it is agreed that as a business associate of TAG that its use or disclosure of any person's protected health information received from or on behalf of TAG will be governed by the Business Associate Agreement, attached hereto as **Annex H** which the SUBCONTRACTOR agrees to by signing and submitting with this contract. Such Business Associate Agreement is executed and is effective simultaneously with this contract/amendment. However, the Business Associate Agreement will survive this contract/amendment pursuant to Section E of the Business Associate Agreement.

B. 45 CFR Part 74; as used in this contract, the word SUBCONTRACTOR is synonymous with the word Sub-grantee as used in this Code of Federal Regulations.

C. Advance federal agency approval of cost:

It is agreed that it shall be the responsibility of the SUBCONTRACTOR to request in writing, from TAG, approval of expenditures which require advance federal agency approval. It shall be the responsibility of TAG to request approval of such expenditures from the Department of Human Services. It shall be the responsibility of the Department of Human Services to acquire written federal agency approval of these requests for advance approval received from the SUBCONTRACTOR and to notify TAG in writing of the approval. Expenditures requiring advance federal agency approval may not be made by the SUBCONTRACTOR prior to receipt of DHS written notification that federal agency approval has been granted.

D. Fair Labor Standards Act of 1938, as amended.

E. Social Services Block Grant (Title XX) Omnibus Budget Reconciliation Act of 1961, P.L. 97-35

F. Federal Transit Act, Section 5310 – Grant #16-0024

G. Social Security Act, Title IV, Part A, as amended; Personal Responsibility and Work Opportunity Reconciliation Act of 1996; Public Law 104-193; Balanced Budget Act of 1997, Public Law 105-33 (for TANF).

H. 45 CFR Part 1321, Administration on Aging, Older Americans Program, and Older Americans Act of 1965, as amended.

I. Compliance with Federal and State Immigration Laws: The SUBCONTRACTOR agrees to comply with E-Verify requirements and agrees that throughout the

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performance of this contract will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC § 1324a and Act 457 of the 2006 Session of the Georgia General Assembly (Georgia Security and Immigration Compliance Act, effective July 1, 2007) regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. SUBCONTRACTOR will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract hereunder. (Titles 13, 16, 35, 42, 43, 48 and 50 of the Official Code of Georgia Annotated, enacted effective July 1, 2007). Contract further certifies by signing **Annex I** (Immigration and Security Form), it will comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act O.C.G.A. 13-10-90 et. seq., SUBCONTRACTOR further agrees to include the provisions contained in the foregoing paragraph in each subcontract for services hereunder. SUBCONTRACTOR shall not retaliate against or take any adverse action against any employee or any subSUBCONTRACTOR for reporting, or attempting to report a violation(s) regarding applicable immigration laws.

- J. Older Americans Act of 1965, as amended, Section 311, 42 U.S.C. 3030a, Section 604, 42 U.S.C. 3057c; Agriculture and Consumer Protection Act of 1973, as amended, Section 4(a), 7 U.S.C. 612c note; Agricultural Act of 1949, as amended, Section 416, 7 U.S.C. 1431; Food and Agriculture Act of 1965, as amended, Section 709, 7 U.S.C. 1446a-1.

PARA #302: AUDITS AND FINANCIAL REPORTING REQUIREMENTS

SUBCONTRACTOR agrees to provide to TAG within 180 days after the close of the SUBCONTRACTOR's fiscal year, one (1) copy of audited financial statements prepared by an independent auditor for the organization. These statements should cover at a minimum all revenues, expenses (including any capital outlays) that directly or indirectly affect the services provided and costs reported under this contract.

SUBCONTRACTOR understands that failure to comply with the above audit and financial reporting requirements could be cause for TAG to suspend payments, to terminate this contract, to require a refund of all monies received under this contract and to prohibit the SUBCONTRACTOR from receiving funds from any state organization for a period for twelve (12) months from the date of notification by TAG.

PARA #303 COLLECTION OF AUDIT EXCEPTIONS

The SUBCONTRACTOR agrees that TAG may withhold net payments (voucher deduction) equal to the amount that has been identified by an audit notwithstanding the fact that such audit exception is made against a prior or current contract. The SUBCONTRACTOR may also repay TAG for the total exception by certified check.

PARA #304 TITLE VI ASSURANCE

During the performance of this contract, the SUBCONTRACTOR, for itself, its assignees and successors in interest (hereinafter referred to as the "SUBCONTRACTOR") agrees as follows:

1. **Compliance with Regulations:** The SUBCONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter, referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The SUBCONTRACTOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subSUBCONTRACTORS, including procurement of materials and leases of equipment. The SUBCONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the SUBCONTRACTOR for work to be performed under a subcontract, including procurement of materials or leases of equipment each potential subSUBCONTRACTOR or supplier shall be notified by the SUBCONTRACTOR of the SUBCONTRACTOR's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The SUBCONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required or a contract is in the exclusive possession of another who fails or refuses to furnish this information, the SUBCONTRACTOR shall so certify the Recipient, or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the SUBCONTRACTOR'S noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the SUBCONTRACTOR under the contract until the SUBCONTRACTOR complies, and/or
 - (b) Cancellation, termination or suspension of the contract in whole or in part.
6. **Incorporation of Provisions:** The SUBCONTRACTOR shall include provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials

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and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. The SUBCONTRACTOR shall take such action with respect to any subcontract or procurement as the grant agency or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for non-compliance.

SECTION IV:

PARA #401 CRITICAL INCIDENT REPORTING

SUBCONTRACTOR has the responsibility for ensuring the health and safety of DHS clients/consumers/ customers served under this contract are not placed in any jeopardy. Therefore, the SUBCONTRACTOR shall have an effective response system when critical incidents occur. This responsibility includes, but is not limited to, any and all subSUBCONTRACTORS employed by the SUBCONTRACTOR to provide services pursuant to this contract.

- A. In the case of an emergency, SUBCONTRACTOR shall call the appropriate local emergency medical services, police, or fire services (i.e., 911).
- B. SUBCONTRACTOR shall have a formal written critical incident reporting procedure that is approved by the licensing or certification authority, if applicable, and by TAG.
- C. SUBCONTRACTOR is responsible for taking necessary actions to protect DHS consumers from any possibility of harm. In doing this, SUBCONTRACTOR should preserve possible evidence for an investigation if one is to be conducted.
- D. SUBCONTRACTOR must notify TAG of the critical incident and results of any immediate action taken. SUBCONTRACTOR is expected to notify local law enforcement authorities in any situation where there is a potential violation of criminal law.
- E. TAG will determine whether the SUBCONTRACTOR's actions were appropriate and sufficient, and/or whether additional corrective actions are warranted. In investigating a Critical Incident, TAG will determine:
 1. Whether or not client's health, safety, and welfare are adequately protected;
 2. That the response to the situation and event was reasonable and appropriate;
 3. That the SUBCONTRACTOR's procedures and system for responding to such incidents were adequate; and that relevant steps to prevent similar incidents were taken;
 4. That SUBCONTRACTOR and/or its staff or subSUBCONTRACTORS involved in the incident appear to be adequately trained or that additional training needed is to be provided pursuant to the Critical Incident Report.
- F. SUBCONTRACTOR agrees to cooperate with TAG in its investigation of all Critical Incidents, and implement all corrective actions necessary to ensure the

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- G. safety and well-being of the individuals served under this contract. TAG will notify DHS of the incident and corrective action will be taken to resolve the issue.
- H. Each SUBCONTRACTOR shall post a "Notice Concerning Critical Incident Reporting." The signage shall be produced by the SUBCONTRACTOR and shall conform in content to the Sample **Annex J** which is attached to this contract. The Notice must be posted in a conspicuous, common area accessible to clients, consumers, and the general public.

All other required reporting procedures (i.e., child abuse reporting, etc.) and the timelines of other required reports will remain in force and are not replaced or superseded by this process.

SUBCONTRACTOR shall not use or disclose any information received during the investigation of a critical incident for any purpose not connected with the administration of SUBCONTRACTOR's or the Department's responsibility under this contract, except with the informed, written consent of the client or the client's legal guardian, as required by law.

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SECTION V: CONTRACT ANNEXES

PARA #501: CONTRACT ANNEX INCLUSION

This contract includes Annexes as listed below, which are hereto attached:

- | | |
|---------|---|
| Annex A | Statement of Work – DHS |
| Annex B | Fiscal Year Trip Projections and Revenues |
| Annex C | Subcontractor's Monthly Usage Report |
| Annex D | Certified or In-Kind Cost Form |
| Annex E | Criminal History Records Check |
| Annex F | Certification Regarding Lobbying |
| Annex G | Debarment Certification |
| Annex H | HIPAA |
| Annex I | Immigration and Security Form |
| Annex J | Notice Concerning Critical Incident Reporting |

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IN WITNESS WHEREOF, the parties have hereunto affixed their signatures the day and year first above written.

SUBCONTRACTOR EXECUTION:


Signature – Authorized Person
Greg Hagan, Commissioner
Typed Name and Title
Moraga County, Calif
Typed Name of Agency
11-07-17
Date Signed

TAG EXECUTION:


Signature – Chief Executive Officer
Barbara F. Hurst, Chief Executive Officer
Typed Name and Title
Transit Alliance Group, Inc.
Typed Name of Agency
10-10-17
Date Signed

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COORDINATED TRANSPORTATION
The Transit Alliance Group, Inc.

STATEMENT OF WORK

I. ELIGIBILITY DETERMINATION

1. Eligibility for Coordinated Transportation service is determined through an assessment by the Human Service Provider (HSP). Eligibility criteria vary between the Divisions within DHS; therefore, each HSP will determine whether a consumer is eligible based on their Division's eligibility criteria.
2. Funding for each Division is limited and cannot be interchanged among Divisions; therefore, a priority list of trips is established by DHS. Funding is used to provide transportation to the services listed as highest priorities first. This priority list determines which trips will be provided contingent upon available funding.

*Refer to the Eligibility Determination Section of the DHS Coordinated Transportation Manual for a listing of eligibility criteria and the priority list of services by Division. The manual is located on the DHS Website at www.odhs.state.ga.us. Access the Transportation Manual via "Index" – "Administration" – "Support Services" – "1425 Transportation" – "Manual 1425".

II. TRANSPORTATION SERVICE DELIVERY

1. Basic consumer profile information on each subscription and scheduled service passenger will be obtained by the Subcontractor AND will be provided to the drivers for reference in case of an emergency. Dispatchers and Supervisors will also have access to consumer information in case of an emergency. Consumer profiles may include levels of supervision and/or assistance for each consumer.
2. The Subcontractor is responsible for adhering to HIPAA regulations and confidentiality requirements and must ensure that all drivers, dispatchers, and other staff are informed of and trained on these guidelines and regulations and understand the penalties for failure to adhere to them.
3. The Subcontractor will ensure that children or disabled adults *that are designated by the human service provider as requiring high levels of supervision are* not left at destination points without the supervision of an adult. It is the responsibility of the HSP to communicate any special needs to the Subcontractor and to annotate specifically in TRIPS the special needs the consumer, (i.e. consumer cannot be left home alone; consumer has episodic behavioral outbursts, etc.)
4. The Subcontractor and their staff (drivers and dispatchers), Subcontractor and any other staff, shall comply with DHS policies with regard to confidentiality of consumers.
5. The Subcontractor shall inform the HSP and TAG issues with transporting a consumer, whether related to safety, behavior, or other reason.
6. Parents or guardians will be asked to provide child restraint seats appropriate for the child (ren's) age(s). In the event that the parent or guardian does not have the appropriate child safety seat, it will be the responsibility of the operator to provide the safety seat. The Human Service Provider will notify the Subcontractor in advance if a child safety seat is needed when the trip is ordered.
7. The HSP and the Subcontractor will have appropriate IT and internet capability to access and use the DHS TRIPS data entry system of ordering transportation for their consumers. Additionally, the Subcontractor will have an adequate number of dedicated staff to complete TRIPS data entry in a

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numbers for communication. Subcontractor should meet individually with new HSPs when service for the new HSPs consumers is scheduled to begin.

7. TAG DHS will reimburse for any no-show trips that are scheduled in TRIPS. The Subcontractor is responsible for cancelling ongoing service for a consumer that has had three (3) "consecutive" no-shows. The Subcontractor must notify the HSP of termination of ongoing service for the consumer due to three consecutive no-shows, and it is the responsibility of the HSP to cancel the ongoing trips in the TRIPS system. If the HSP chooses to reinstate service after discussion with the consumer about the no-shows, it is the responsibility of the HSP to re-register the consumer and order new trips. The Subcontractor will be reimbursed for up to three (3) consecutive no-shows. Anything after that will not be reimbursed.
8. Trip cancellations must be at least two hours (120 minutes) prior to the vehicle's scheduled arrival time at the passenger's home or service location. It is the HSP or consumer's responsibility to cancel the trip at least 2 hours in advance or the trip can be billed by the Subcontractor as a no-show. If the AM trip is a no-show, the PM trips must be cancelled, and cannot be billed also as a no-show.
9. Cancelled trips are non-billable trips by the Subcontractor.

IV. TRIP CLASSIFICATION AND REIMBURSEMENT

Reimbursement is made on a per-trip basis and is based on negotiated rates contingent upon the type trip ordered and the service provided. DHS Coordinated Transportation is provided for various agencies operating under the auspices of the DHS with specific funding attached to the service. Funding cannot be interchanged among the various service agencies; therefore, trips must be monitored by the HSP and the Subcontractor to stay within the specified funding allotment. Trips provided by the Subcontractor cannot exceed the stated trip amount or dollar amount as specified in the contract without prior approval by TAG.

Trips must be recorded accurately according to the type trip provided by the Subcontractor. Trips are classified as:

- **ADULT**
 - **Core trips** – provided Monday through Friday from 6:00 a.m. through 6:00 p.m.
 - **Group trips** – typically consist of three (3) or more people traveling from the same point of origin to the same destination. Group trips must be pre-arranged by the Human Service Provider with the transportation provider. Subcontractor to ensure availability of a vehicle.
 - Fewer than three people should be classified as individual trips for the purpose of reimbursement.
 - Group trips will be reimbursed according to the schedule listed in Annex F. Group trips are capped at eight (8) hours maximum per trip. Any group trips that are expected to exceed the eight hour maximum must have prior authorization from TAG before the trip is made. Additionally, these trips will be approved by TAG contingent upon the availability of funding.

➤ **DECS**

- **Core trips** – provided Monday through Friday from 6:00 a.m. through 6:00 p.m.
- **Non-Core trips** – 6:01 p.m. through 5:59 a.m. Monday through Friday, weekend trips, and trips greater than 35 miles one-way. (These trips should be tracked for future budgeting purposes.)
- **No-Show trips** – a trip that is ordered by the HSP and not cancelled and/or the consumer does not utilize the service

➤ **MIDDAD**

- **Core trips** – provided Monday through Friday from 6:00 a.m. through 6:00 p.m.
- **Non-Core trips** – 6:01 p.m. through 5:59 a.m. Monday through Friday, weekend trips, and trips greater than 35 miles one-way (These trips should be tracked for future budgeting purposes.)
- **No-Show trips** – a trip that is ordered by the HSP and not cancelled and/or the consumer does not utilize the service

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timely manner. These staff will receive appropriate DHS training on the use of TRIPS and will ensure that data entry is done timely and accurately.

8. Transportation shall be provided to participating consumers without the collection of any co-payment, unless specifically authorized in writing by TAG/DHS.
9. The Subcontractor will provide sufficient resources (numbers and types of vehicles and drivers) to provide services under this contract.

III. RECEIVING, SCHEDULING, AND PROVIDING TRIPS

1. The Human Service Provider (HSP), authorized by DHS to order services, will determine the DHS consumer's eligibility for service and upon their determination (of eligibility) will enter all pertinent information relative to the consumer and the service requested for the consumer into the TRIPS system. This information includes, but is not limited to, the consumer's name, address, telephone number, emergency contact person and their emergency contact information (telephone number), and trip information into the DHS TRIPS electronic registration and trip ordering system. Trip information will include the consumer's pick-up and drop-off location/addresses, times of pickups, day(s) of week for travel, and any special instructions for the consumer.
2. As stipulated in Section II, Item 2 in this document, it is the responsibility of the HSP to notify the Subcontractor of any pertinent special needs of a consumer and documentation of this must be in TRIPS. It is the responsibility of the Subcontractor to acknowledge the special needs of a consumer and accommodate those special needs whenever possible. If the Subcontractor cannot meet the needs as specified by the HSP, the Subcontractor is responsible for communicating with the HSP regarding such. For example, if TRIPS is documented that a consumer cannot be left alone at the residence and the caregiver or designated adult is not present at the residence to receive the consumer when they are dropped off by the Subcontractor, the driver will contact their dispatcher or Supervisor and notify of the issue; the dispatcher or Supervisor will attempt to locate the caregiver. If the caregiver cannot be located or contacted, the HSP will then be contacted by the dispatcher or supervisor. The consumer will be delivered back to the care of the HSP until the consumer's caregiver can be located. This can be billed as a completed trip by the Subcontractor as the trip was performed.
3. The Subcontractor will update the TRIPS electronic registration and scheduling system provided by DHS daily verifying each trip they provided or each trip that was a no-show for their monthly billing and reimbursement. This system will be updated by the Subcontractor "daily" and will have all data entry completed by the 2nd workday of the following month. The Subcontractor's invoice will be processed in TRIPS for the previous service month by the 3rd workday of the following month. **The Subcontractor will not be reimbursed for trips not entered into the TRIPS system.** DHS reimburses only for trips registered and approved in the TRIPS system.
4. The Subcontractor will monitor the TRIPS system throughout the workday for new, pending trip orders that have been registered by the HSP. It is the responsibility of the Subcontractor to retrieve the pending trips from the TRIPS system and schedule it for service. If a trip request cannot be accommodated, the Subcontractor will notify TAG and the Human Service Provider (HSP) of the problem. Subcontractor will make every effort to provide the requested trip.
5. Trip Requests will be entered into TRIPS by the HSP, at the latest, by noon the day prior to the need for service. Should there be a trip scheduled for next day service by the HSP with less than 24 hour notice, the HSP should call or email the Subcontractor to advise of the trip and see if the Subcontractor can work the trip into the next day's schedule. Every effort should be made by the Subcontractor to work in requests for those trips where less than 24-hour advanced notice is given.
6. Subcontractor will establish a line of communication with each HSP for whom they provide transportation to introduce themselves and exchange contact names, email addresses, and telephone

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"Special" trips for eligible DHS consumers that do not fall within the above criteria for regular DHS Coordinated Transportation trips will be provided on a case by case basis as approved by TAG and DHS.

Funding is allocated to Subcontractors based on a negotiated per trip cost. Trips and funding should be monitored monthly by the Subcontractor to ensure proper allocation to the end of the fiscal contract year. If the Subcontractor provides more than their projected monthly allocation of trips and consequently overpays their respective funds each month, this could result in Subcontractor in an exhaustion of their funding prior to the end of the fiscal year. If there is no additional funding available to cover the Subcontractor shortfall, it will be the responsibility of the Subcontractor to continue to provide priority trips through the end of the fiscal year without additional reimbursement from DHS and TAG.

It is the discretion of the Subcontractor to provide other additional trips based on other sources of funding they may have available provided that this does not interfere with provision of mandatory DHS funded transportation services.

V. PICK UP AND DELIVERY STANDARDS

The Subcontractor must assure that transportation services are provided which comply with the following minimum pickup and delivery service requirements and which shall be delineated in any applicable transportation service agreements:

1. Timeliness is a requirement. The vehicles must be on time for pickup and delivery, unless there are extenuating circumstances beyond the Subcontractor's driver's control. A 95% on-time performance rate is required. A 10-minute pickup and delivery window period will be allowed (10 minutes before pick up time or 10 minutes past pick up time) for the Subcontractor. It is the responsibility of the Subcontractor to notify the HSP and the consumer prior to the scheduled pick up/drop off time if the vehicle will arrive late for any reason for the consumer's pick up/drop off.
2. The driver may arrive up to ten (10) minutes before the scheduled pick-up time; however, a consumer shall not be required to board the vehicle before the scheduled pick-up time. The Subcontractor is not required to wait more than five (5) minutes after the scheduled pick-up time.
3. There should be regular contact persons designated for the HSP and the Subcontractor so that communication can occur should there be last minute cancellations or issues with late pickups or drop offs. In multiple-load situations, the Subcontractor must ensure that no DHS consumer being transported is expected to remain in the vehicle for more than forty-five (45) minutes longer than the consumers average travel time for direct transport from point of pick up to destination.
4. Late arrival by more than 20 minutes will be reported to the dispatcher for the purpose of notifying the Human Service Program/Consumer of the late arrival. Subcontractor must advise scheduled riders of alternate pick up arrangements when required.
5. The Subcontractor will monitor trips to ensure that consumers are picked up and delivered timely. Subcontractor will maintain a tracking log of "untimely" pickups to include an explanation for the untimely arrival/departure.

VI. HOLIDAYS /ADVERSE WEATHER

The Subcontractor shall provide the HSP with a Subcontractor holiday schedule at the beginning of the fiscal year so alternate trip arrangements can be made well in advance of holiday closures. The Subcontractor and the HSPs will work out a schedule that is agreeable to all parties. Notwithstanding, the Subcontractor will need to have transportation services available and operational to accommodate DHS consumers work schedules, etc. during the holiday period. This agreement could be satisfied by the Subcontractor with an approved DHS driver "on-call" for transport of these consumers.

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Transportation services may be temporarily disrupted during periods of inclement weather when the provisions of services would involve danger to DHS consumers, family members and employees. Subcontractor will notify the HSP, DHS consumers and/or family members as soon as possible in the event of a disruption of service due to weather.

VII. SUSPENSION OF OR DENIAL OF SERVICE

The Subcontractor must notify DHS and TAG if they intend to suspend or terminate transportation service for a consumer due to disruptive behavior on the vehicle.

Continued service may be suspended or denied by the Subcontractor for a consumer who:

- Exhibits uncooperative behavior or misuses/abuses the transportation services;
- Is repeatedly (three times) not ready to board or refuses to board the transport five (5) minutes after the scheduled pick-up time; or
- The consumer refuses to wear a seatbelt, or refuses to stay in their seat during transport.

The Driver must complete an Incident Report and submit it to their Supervisor. The Subcontractor must notify the HSP of the behavioral issues exhibited by the consumer. It is the responsibility of the HSP to contact the consumer's caregiver to discuss the consumer's behavior. If the behavior is not corrected, then the Subcontractor must provide notice in writing to the HSP and TAG the proposed consumer to be suspended from transportation or terminated from transportation altogether due to behavioral issues deemed inappropriate for transportation. The Subcontractor must provide "in writing" the specific reason for denial or termination.

Unless the behavior causes a threat to the driver, consumer, or other passengers, the Subcontractor must provide advance notice of termination of service by notifying the HSP and Consumer's Caregiver at least 5 days in advance of the suspension or termination of service to allow them to make other arrangements. If the behavior is egregious, then termination will be immediate following notification of the HSP, TAG, and DHS.

VIII. DRIVER REQUIREMENTS

1. The drivers must accept all individually authorized trip requests relayed to him/her by the dispatcher. There shall be no right of refusal, given vehicle availability (except the passenger maximum load factor or any consideration other than verifiable catastrophic mechanical failure of the vehicles in the fleet.)
2. Driver will offer assistance or will assist passengers as needed and/or requested to board and depart from the vehicles. Driver will secure all passengers and verify that all passengers are secured in the seats by seat belts.
3. Driver will verify that all passengers are secured in seat belts and/or shoulder harnesses prior to movement of the vehicle. If a passenger refuses to wear a seat belt or shoulder harness following a request from the driver to do so, driver must radio or call Dispatch to advise their Supervisor and request additional instruction.
4. Drivers will confirm that their passengers are safely inside their residence or other intended destination prior to vehicle departure.
5. For those passengers identified by the HSP as requiring adult supervision, drivers will verify, prior to vehicle departure, that passengers have adult supervision.
6. Drivers and passengers will refrain from smoking, eating, and drinking while in the vehicles.

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- All vehicles must have functioning and accessible seat belts (and shoulder harnesses for wheel chair passengers) for each passenger seat position. All vehicles transporting wheel chairs must be equipped with 4 point tie downs and appropriate straps for securing wheel chairs during transport. At no time will seat belt extensions be used in place of tie downs. Each vehicle must utilize child safety seats when transporting children under age five (5). Each vehicle shall have at least two (2) seat belt extensions provided. Additionally, each vehicle shall be equipped with seat belt cutter(s), mounted above the driver's door, for use in emergency situations.
- All vehicles must have a functioning speedometer and odometer.
- All vehicles must have functioning interior light(s).
- All vehicles must have adequate sidewall padding and ceiling coverings.
- All vehicles must have two exterior rear view mirrors, one on each side of the vehicle.
- All vehicles must be equipped with an interior mirror that shall be either clear-viewed laminated glass or clear-view glass bonded to the back that retains the glass in the event of breakage. This interior mirror shall be for monitoring the passenger compartment.
- The vehicle's interior and exterior must be clean and have exterior free of broken mirrors and windows, excessive grime, rust, chipped paint, or major dents that detract from the overall appearance of the vehicle.
- The vehicle must have passenger compartments that are clean, free from torn upholstery or floor covering, damaged or broken seats, and protruding sharp edges and shall be free of dirt, oil, grease, or litter. Passenger seat belts must be clean and free of dirt, oil, stains, etc.
- The vehicle floor must be covered with commercial anti-skid, ribbed rubber flooring or carpeting. Ribbing shall not interfere with wheelchair movement between the lift and the wheelchair positions.
- All vehicles must include a vehicle information packet to be stored in the driver compartment. This packet should include:
 - ☒ Vehicle registration;
 - ☒ Insurance card; and
 - ☒ Accident procedures and forms.

XI. WHEELCHAIR VAN REQUIREMENTS

At no time will a consumer using a wheelchair be unsecured during transport. The consumer must use the required lap belt and shoulder harness, and the wheelchair must be secured using the 4-point wheelchair restraints.

All vehicles used to transport wheelchair passengers must, at a minimum, meet the following ADA requirements:

1. Maintain a floor-to-ceiling height clearance of at least fifty-six (56) inches in the passenger compartment and a minimum clear door opening of thirty (30) inches wide. The door threshold shall have no lip or protrusion of more than 1/2 inch. The door shall be equipped with straps or locking devices to hold the door open when the lift is in use.
2. Have an engine-wheelchair lift interlock system that requires the vehicle's transmission to be placed in park and emergency brake engaged to prevent vehicle movement when the lift is deployed.

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7. All drivers must have successfully completed the State of Georgia defensive driver training and be familiar with preventative maintenance and record keeping requirements.
8. All drivers must have current CPR and First Aid certifications and have clean MVR and background checks in order to transport DHS consumers. Subcontractor will ensure that all drivers and attendants successfully complete and maintain current First Aid and CPR certification. Drivers must be familiar with consumer confidentiality requirements, have an understanding of passenger assistance techniques for proper care and handling of children and disabled and elderly passengers, have an understanding of techniques required for seizures, have proper training on appropriately securing a wheel chair and the passenger, and be familiar with special equipment and use of child safety seats.
9. The Subcontractor will ensure that dispatcher training includes, at a minimum, the following: use of dispatching equipment; grouping of trips for more effective utilization of vehicles and resources; record processing and keeping; knowledge of special needs consumers; and familiarity with consumer confidentiality requirements.
10. The Subcontractor will make available for drivers and dispatchers sensitivity training prior to service provision in dealing with aged and disabled persons and related safety issues.
11. Subcontractors are encouraged to have all drivers and attendants wear identification badges at all times. It will be the responsibility of the Subcontractor to provide these badges. Badges are to include the following information: employee's full name, title, picture, company name, and company telephone number.

XIV. USE OF DHS VEHICLES

DHS will continue to hold title to any DHS vehicles used by the Subcontractor in the system. If the Subcontractor plans to use the vehicles offered by DHS and human service agencies as a supplement to provide services, the Subcontractor will pick up, take custody of, and be responsible for maintaining vehicles (including preventative maintenance, cleaning, repair, and component replacement as necessary). The vehicles operated under this contract must be maintained in a safe and good mechanical condition. The Subcontractor shall provide the personnel, parts, preventative, and repair maintenance to keep the vehicles clean and in good working order and must maintain the continuity of services. The vehicles will be inspected annually, at a minimum, by TAG and/or DHS, or as otherwise determined necessary by TAG and DHS.

X. GENERAL VEHICLE REQUIREMENTS

All vehicles must meet the following requirements:

- Vehicles interior must be cleaned daily. This includes sweeping the vehicle and removal of any trash left on the vehicle by the consumer. This also includes cleaning the seats and windows. The exterior of the vehicle must be cleaned (washed) weekly. A sign must be placed inside the vehicle informing consumers that eating, drinking, or smoking is not permitted at any time on the vehicle.
- The transportation provider must provide a reliable means of communication between their driver(s) and Dispatch. Pages are not an acceptable substitute. A driver or vehicle that does not have appropriate communication must be placed out-of-service until this is resolved.
- All vehicles must be equipped with adequate heating and air conditioning for drivers and passengers. Any vehicle with a non-functioning climate control system must be placed out-of-service until appropriate corrective action is taken.

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3. Must have a wheelchair lift – a hydraulically or electric powered wheelchair lift mounted so as not to impair the structural integrity of the vehicle that meets the following specifications:

For each wheelchair position, a wheelchair tie down device will be provided and will:

1. Be placed as near to the accessible entrance as practical, providing clear floor area of 30 inches by 48 inches. Up to six (6) inches may be under another seat if there is nine (9) inches height clearance from the floor. All wheelchairs shall be facing forward.
2. Be tested to meet a 30 M.P.H./20 gm standard;
3. Securely restrain the wheelchair transport from movement forward, backward, lateral, and overturning movements in excess of two (2) inches;
4. Be adjustable to accommodate all wheel bases, tiers (including pneumatic) and motorized wheelchairs;
5. Be a lock system, belt system, or both and acceptable to DHS; and
6. Provide seat belts and/or shoulder harnesses that are attached to the floor or the side-wall of the vehicle, which shall be capable of securing both the passenger and the wheelchair.

XII. VEHICLE SAFETY

1. A basic first aid kit will be kept on each vehicle. This kit must be stocked at all times with essential first aid items, and these items replaced periodically to ensure cleanliness and sterility.
2. A workable multi-purpose dry chemical fire extinguisher for use on Class A, B, and C fires must be on board each vehicle at all times. Extinguishers must be mounted in a bracket readily accessible to the driver. Extinguishers must be inspected annually and have current inspection labels.
3. Drivers must wear seat belts whenever they operate a motor vehicle. Drivers must ensure that other occupants employ appropriate restraints at all times.
4. Vehicles will be free of hazardous debris or unsecured items and will be operated within the manufacturers safe operating standards at all times.
5. The engine is to be turned off, and the key removed whenever the driver leaves the vehicle.
6. Vehicle equipment, such as wheelchair lift attachments, must be secured at all times.

XIII. PASSENGER SAFETY

1. Passengers must wear seat belts whenever the vehicle is being operated.
2. Passenger occupancy will not exceed the vehicle manufacturer's approved seating capacity.
3. Vehicles will be parked or stopped so passengers will not be forced to cross streets.
4. An approved child safety seat or other specifically adapted seating appropriate to the age and size of the child must be used when transporting children.
5. Vehicles will be unoccupied during fueling and/or refueling. At no time will this be done while passengers are on board.

XIV. VEHICLE INSURANCE COVERAGE

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Unless otherwise specifically required, the Subcontractor must maintain vehicle liability insurance coverage and general vehicle liability coverage as outlined in PARA #204 Liability Coverage of this Contract.

XV. ACCIDENT REPORTING

The Subcontractor will immediately report any accidents that occur while delivering services. The Subcontractor will report the accident to TAG and the human service provider immediately. TAG will notify DHS within one (1) hour of the occurrence, or if the offices are closed, by 9:00 a.m. the next business day, unless otherwise mutually agreed. An initial written incident/accident report, completed by the Contractor, must be forwarded to TAG by the next business day. A copy of the investigating officer's accident report must be forwarded to TAG within five (5) business days from the date of the accident. The emergency contact for each consumer on board will be notified immediately by the Subcontractor. All scheduled consumers not yet on board should be notified of delay and/or alternate transportation arrangements. The Subcontractor shall maintain copies of each accident report in the files of both the vehicle and the driver.

XVI. COMPLAINT PROCESSING

The Subcontractor shall be responsible for recording and responding to complaints with regard to the delivery of services which will include complaints by consumers, HSPs, or any individual or group who contracts with the Subcontractor. Informal complaints will be made by the HSP directly to the Subcontractor via fax or email. The Subcontractor will work with the HSP to resolve the complaint, and will provide a copy of the complaint and their resolution to TAG. If complaints are made via telephone, the Subcontractor and/or HSP will follow up with a fax or email confirming the complaint and the resolution with a copy to TAG. Informal complaints will be addressed and/or resolved within 24 hours of receipt of the complaint by the Subcontractor. If the complaint is not resolved within 24 hours, the HSP must complete and file a Formal Complaint with the Subcontractor and TAG. The Subcontractor will maintain a log of complaints and provide a copy of the monthly complaint log to TAG. Customer evaluations will be conducted by the TAG and DHS annually, at a minimum. These evaluations may be sent to the HSP, consumers receiving transportation, and other division staff for input on transportation services.

XVII. BEHAVIOR INCIDENT PROCEDURES

Any conduct/action by a consumer, as determined by the transportation provider, that places himself/herself or other consumers at risk while being transported by the DHS Coordinated Transportation System will be subject to review. The following describes procedure for dealing with different categories of behavioral incidents.

1. **Category I** – Behavior or actions so serious that immediate assistance or intervention by police or other authorities is required. This includes, but is not limited to, suicide gestures/attempts, physical or sexual assaults, violent threats, weapon possession, homicidal behavior, medical emergencies, or fleeing the vehicle. Transportation is immediately suspended pending review by the DHS Transportation Review Team (TRT). The Transportation Review Team is comprised of a representative from each of the following agencies: TAG, human service provider, transportation provider, DHS Regional Transportation Coordinator and the Division's Regional Manager. A Corrective Action Plan/Crisis Avoidance Plan will be developed by the TRT and continuation/discontinuation of transportation will be determined by the TRT on an individual basis.

Procedures:

- A. Driver should contact emergency personnel as needed.
- B. The Driver should then contact the Dispatcher. A Transportation supervisor/dispatcher should immediately contact the human service provider or appropriate contact person by phone.

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- D. Fax copies of the Incident Report and Corrective Action Plan/Crisis Avoidance Plan to TAG. TAG will submit this to the DHS Regional Manager, and the Regional Transportation Office within 48 hours of the time the plan is developed.

- E. Status report from the human service provider and transportation provider should be submitted to the TAG and the DHS Regional Transportation Office within 10 business days after the incident.

XVIII. BILLING AND RECORD KEEPING

DHS no longer reimburses from the previous paper invoices submitted by Subcontractors. The Subcontractor must use the TRIPS system to accurately document and update any trips for which reimbursement is requested. TAG and DHS will not reimburse for any trips not processed in the TRIPS system; therefore, it is imperative that daily data entry and updates are performed (in TRIPS) by the Subcontractor to maintain accurate records.

Record keeping and billing will be done as follows.

- Daily maintenance and monitoring of the DHS TRIPS transportation system by the Subcontractor for new trips or changes/cancellations to previously registered trips.
- Daily data entry and processing of trips in the TRIPS system as trips are provided, no-show, or cancelled.
- Submission of an electronic billing summary on a monthly basis **due no later than the fifth (5th) work day of the month**. This billing summary will include:
 - Subcontractors Invoice Backup Report for the appropriate service month; and
 - Subcontractors Invoice Summary listing the trips provided (by Subcontractor) during the service month. (The instructions are on page 15 of the TRIPS Subcontractor Training Manual.)
- Export these reports from TRIPS to an Excel spreadsheet and save them as Excel documents. Key in the appropriate trip rate(s) for each service you provide, and verify that all amounts on the Subcontractor invoice are correct. Be sure to use the correct start and end date for the month.
- Monthly invoice information must be submitted by the 5th workday of the month following the service month.
- Submission of a Certified Cost Form to validate match dollars applicable to state/federal aging dollars
- Submission of a Monthly Usage Report to verify the number of vehicles used and the number of drivers used during the service month, the number of hours worked, and the number of miles traveled (in the service month).

The Certified Cost Form and Monthly Usage report will be scanned and emailed to TAG along with the monthly reimbursement report and invoice.

- C. TAG will contact the DHS Regional Transportation Office to report any incidents.

- D. DHS Regional Transportation Office will convene the TRT before the next scheduled trip. If this cannot be accomplished, transportation for the consumer exhibiting the behavior will be temporarily suspended until resolved. The TRT, by consensus, will develop a Corrective Action Plan/Crisis Avoidance Plan before the next scheduled trip or within 48 hours of incident.

- E. Corrective Action Plan/Crisis Avoidance Plan and decisions of the TRT are immediately disseminated to all parties involved including the consumer and/or consumer's family or guardian.

- F. Status report from the human service provider and transportation provider should be submitted to the Regional Transportation Office within 10 days after the incident.

2. **Category II** – Any serious conduct or behavior that must be addressed before the next regularly scheduled trip takes place or within 48 hours. This includes, but is not limited to, acute non-emergency medical situations, fighting, self-mutilation/injury, aggressive behavior, incident exposure or seemingly serious suicide threats. Transportation may be suspended until the TRT can review and make recommendations regarding the consumer's continued transport.

Procedures

- A. The driver should contact the Dispatcher. A Transportation supervisor/dispatcher should immediately contact the human service provider by phone.
- B. Transportation agency contacts TAG and TAG will contact the DHS Regional Transportation Office about the incident.

- C. The DHS Regional Transportation Office convenes the TRT before the next scheduled trip.

- D. The TRT by consensus will develop a Correction Action Plan/Crisis Avoidance Plan before the next scheduled trip.

- E. Corrective Action Plan/Crisis Avoidance Plan and decisions of the TRT are disseminated to all parties involved immediately including the consumer and/or family.

- F. Status report from the human service provider and transportation provider should be submitted to the Regional Transportation Office within 10 days after the incident.

3. **Category III** – Any disruptive or unsafe behavior or any disruptive or unsafe behavior on the vehicle that has the potential of placing consumers at risk will be considered in this category. This may be a behavior that a rider exhibits only occasionally but which should be addressed for the safety of all the riders. This behavior may not pose immediate danger but if continued may cause extreme discomfort to other riders. Examples include, but are not limited to, refusal to stay seated, vulgar or suggestive language, unlocking seat belts, loud music, bullying/harassment, and distracting the driver. This level will be addressed by the human service provider and transportation provider. A mutually agreed upon Corrective Action Plan/Crisis Avoidance Plan must be in place within 48 hours of the occurrence. Transportation services will continue while a plan is being developed.

Procedures

- A. Driver should contact the dispatcher and complete an Incident Report.
- B. Dispatcher should contact the human service provider by telephone and fax an Incident Report to the human service provider.
- C. Develop a mutually agreed upon Correction Action Plan/Crisis Avoidance Plan.

10

Annex B

Murray Transit Projected FY18 Trips and Revenue	FY18 Projected Trips (July 1, 2017 - June 30, 2018)	TPO Trip Rates	Projected TPO Payment
DFCS/TANF			
Murray DFCS	50	\$10.35	\$517.50
No Shows	0	\$5.00	\$0.00
Total DFCS/TANF Trips	50		\$517.50
DBHDD			
Cross Plains	684	\$8.00	\$5,472.00
HR Bridgeway	63	\$8.00	\$504.00
Murray Transit - MCDC	7,011	\$8.00	\$56,088.00
MCDC Subcontract (350 trips)	4,200	\$8.00	\$33,600.00
Total MHDD/IARC Trips	11,958		\$95,664.00
VOCATIONAL REHABILITATION (GVRA)			
Murray County Voc Rehab	71	\$8.00	\$568.00
No Shows	0	\$5.00	\$0.00
Total DFCS/TANF Trips	71		\$568.00
Total Sum of all DHS Transportation Trips	12,079		\$96,749.50

The trip totals listed above are best estimates as they are based on the projected availability of funding per fund source and per fiscal year. Trip numbers or monies cannot be interchanged between fund sources. These numbers should be used for budget projections only as they could change during the fiscal year.

Murray Transit

DHS Monthly Trip, Mile, and Hour Analysis

Contractor: _____

Month of Service: _____

Total Transport Miles:

Total Transport Hours:

Total # of Drivers:

Total # of Vehicles:

Non-DHS trips

DOT Trips	DCH Trips	Other Trips	Total Non-DHS
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

DHS Trip Total

SECTION I COMPLETED BY CONTRACTOR

For the period of _____ (dates covered)

Name and Address of Provider of Certified or In-Kind Costs: _____

Specify Type of Certified Costs:

____ Non-Cash Match ____ In-Kind Match

Title of Program: Aging Trips - SSBG (12%) & Title III (10%)

Costs Detail

Total Cost: \$ _____

A. Personnel (attach continuation, if needed)

NAME	TITLE	SALARY	FRINGE BENEFITS	% TIME	APPLICABLE AMOUNT

B. Other Costs (attach continuation, if needed)

I, the undersigned, hereby certify that the above certified or in-kind match costs have been provided/received in compliance with the requirements and conditions of the applicable federal program. I further certify that my office has available a set of accounting records relative to these certified costs that specifically identifies each specific detailed transaction directly to this federal program and that these records are available for DHR or federal auditors review.

Date: _____

Signature: _____

Title: _____

SECTION II TO BE COMPLETED BY PROGRAM STAFF, DHR

Organization Code: _____

Project Code: _____

Date: _____

Fund Source: _____

Title: _____

Criminal History
Record ChecksPolicy #504
Attachment #2GEORGIA CRIME INFORMATION CENTER
AWARENESS STATEMENT

Access to Criminal Justice Information, as defined in GCIC Council Rule 140-1-.02 (amended), and dissemination of such information are governed by State and Federal laws and by GCIC Council Rules. Criminal Justice Information cannot be accessed or disseminated by any employee except as directed by superiors and as authorized by approved standard operating procedures which are based on controlling State and Federal laws, relevant Federal regulations, and the Rules of the GCIC Council.

O.C.G.A. § 35-3-38 establishes criminal penalties for specific offenses involving obtaining, using, or disseminating criminal history record information except as permitted by law. The same statute establishes criminal penalties for disclosing or attempting to disclose techniques or methods employed to ensure the security and privacy of information or data contained in Georgia criminal justice information systems.

The Georgia Computer Systems Protection Act (O.C.G.A. § 16-9-90 et seq.) was enacted to provide statutory protection for public sector and private sector computer systems, including communications links to such computer systems. The Act establishes major felony penalties for four criminal offenses: Computer Theft, Computer Trespass, Computer Invasion of Privacy, and Computer Forgery. The Act defines each of the felonies in broad terms. The criminal penalties for each offense include maximum sentences of confinement for 15 years, fines up to \$50,000.00, and civil penalties. The Act also establishes Computer Password Disclosure as a criminal offense with penalties of confinement for not more than one year and a fine up to \$5,000.00, or both.

These above-cited statutes have broad application in Georgia, to private citizens, to public officials, and to employees of governmental agencies. The Georgia Criminal Justice Information System Network, operated by the Georgia Crime Information Center in compliance with O.C.G.A. § 35-3-31, and all of the data bases accessible via Network terminals, are protected by the Computer Systems Protection Act. Similar communications and computer systems operated by municipal/county governments are also protected by the Act.

By my signature below, I acknowledge that I have read this Awareness Statement.

Signed: Greg Hogan Date: 11-07-17Name (Please Print): Greg Hogan Position Title: CommissionerWitnessed: Danny Parker Date: 11-07-17Form #504-2
Required by GCIC Rules

Published 3/1/03

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

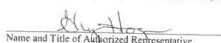
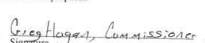
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: Greg Hogan Date: 11-07-17

(Signature of Official Authorized to Sign)

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED
TRANSACTION

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



 11-07-17
 Name and Title of Authorized Representative Signature Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone 202/245-0729).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

also agrees to provide TAG and/or DHS with written confirmation that access has been granted in such format and within such time as TAG or DHS may require.

8. To give TAG, DHS, the Secretary of the U. S. Department of Health and Human Services (the "Secretary") or their designees access to Business Associate's books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of TAG within five (5) business days after TAG, DHS, the Secretary or their designees request such access or otherwise as TAG, DHS, the Secretary or their designees may require. Business Associate also agrees to make such information available for review, inspection and copying by TAG, DHS, the Secretary or their designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to TAG, DHS, the Secretary or their designees in such form, format or manner as TAG, DHS, the Secretary or their designees may require.
9. To document all disclosures of PHI and information related to such disclosures as would be required for TAG and/or DHS to respond to a request by an individual or by the Secretary for an accounting of disclosures of PHI in accordance with the requirements of the Privacy Rule.
10. To provide to TAG and/or DHS or to an individual, information collected in accordance with Section 3.1 of this Agreement, above, to permit TAG and/or DHS to respond to a request by an individual for an accounting of disclosures of PHI as provided in the Privacy Rule.
- D. Unless otherwise required by Law, TAG agrees:
 1. That it will notify Business Associate of any new limitation in TAG and/or DHS's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if, and to the extent that, TAG determines in the exercise of its sole discretion that such limitation will affect Business Associate's use or disclosure of PHI.
 2. That it will notify Business Associate of any change in, or revocation of, permission by an individual for TAG and/or DHS to use or disclose PHI to the extent that TAG determines in the exercise of its sole discretion that such change or revocation will affect Business Associate's use or disclosure of PHI.
 3. That it will notify Business Associate of any restriction regarding its use or disclosure of PHI that TAG has agreed to in accordance with the Privacy Rule if, and to the extent that, TAG determines in the exercise of its sole discretion that such restriction will affect Business Associate's use or disclosure of PHI.
- E. The Term of this Agreement shall commence on the day and year first written above, and shall terminate when all of the PHI provided by TAG and/or DHS to Business Associate, or created or received by Business Associate on behalf of TAG and/or DHS, is destroyed or returned to TAG and/or DHS, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Annex.
 1. Termination for Cause. Upon TAG's knowledge of a material breach by Business Associate, TAG shall either:
 - a. Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by TAG;
 - b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - c. If neither termination nor cure is feasible, TAG shall report the violation to the DHS.
 2. Effect of Termination.
 - a. Except as provided in paragraph (A) (2) of this Section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from TAG and/or DHS, or created or received by Business Associate on behalf of TAG and/or DHS. This provision shall apply to PHI that is in the possession of subbusiness Associates or agents of Business Associate. Neither Business Associate nor its agents nor subbusiness Associates shall retain copies of the PHI.
 - b. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall send TAG detailed written notice of the specific reasons why it believes such return or destruction is not feasible and the factual basis for such determination, including the

HIPAA BUSINESS ASSOCIATE AGREEMENT
TRANSIT ALLIANCE GROUP, INC.

This Business Associate Agreement (hereinafter referred to as "Agreement"), effective the day and year first written above, is made and entered into by and between the Transit Alliance Group, Inc. (hereinafter referred to as "TAG") and the Contractor (hereinafter referred to as "Business Associate").

WHEREAS, TAG is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), to obtain satisfactory assurances that its Business Associates will provide appropriate safeguards of Protected Health Information ("PHI") that a business associate may receive or create on behalf of TAG or the Georgia Department of Human Services (DHS), pursuant to this Contract and to document those assurances by entering into Business Associate Agreements with certain entities that provide functions, activities, or services involving the use of PHI;

WHEREAS, Business Associate may provide functions, activities, or services involving the use of PHI;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TAG, and Business Associate (each individually a "Party" and collectively the "Parties") hereby agree as follows:

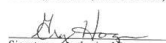
- A. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, published as the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Parts 160 and 164 ("Privacy Rule").
- B. Except as limited in this Agreement, Business Associate may use or disclose PHI only to extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule if done by TAG and/or DHS.
- C. Unless otherwise required by Law, Business Associate agrees:
 1. That it will not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement or as required by law.
 2. To establish, maintain and use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
 3. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
 4. That its agents or subbusiness Associates are subject to the same obligations that apply to Business Associate under this Agreement and Business Associate agrees to ensure its agents or subbusiness Associates comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI, that are applicable to Business Associate under this Agreement.
 5. To report to TAG and DHS any use or disclosure of PHI that is not provided for by this Agreement of which it becomes aware. Business Associate agrees to make such report to TAG and DHS in writing in such form as TAG may require within twenty-four (24) hours after Business Associate becomes aware.
 6. To make any amendment(s) to PHI in a Designated Record Set that TAG or DHS directs or agrees to pursuant to 45 CFR 164.526 at the request of TAG and/or DHS or an individual, within five (5) business days after request of TAG, DHS or of the individual. Business Associate also agrees to provide TAG and/or DHS with written confirmation of the amendment in such format and within such time as TAG and/or DHS may require.
 7. To provide access to PHI in a Designated Record Set to TAG or DHS upon request, within five (5) business days after such request, or, as directed by TAG or DHS, to an individual. Business Associate

existence of any conditions or circumstances which make such return or disclosure infeasible. If TAG determines, in the exercise of its sole discretion, that the return or destruction of such PHI is not feasible, Business Associate agrees that it will limit its further use or disclosure of PHI only to those purposes TAG may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional action as TAG may require for the protection of patient privacy or the safeguarding, security and protection of such PHI.

- c. If neither termination nor cure is feasible, TAG shall report the violation to the DHS.
- d. Section E.2 of this Agreement, regarding the effect of termination or expiration, shall survive the termination of this Agreement.
- F. Interpretation. Any ambiguity in this Agreement shall be resolved to permit TAG to comply with applicable state and federal laws, rules and regulations, and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the DHS, provided that applicable federal laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of PHI than those of HIPAA and its Privacy Rule.

All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Annex, shall remain in full force and effect. The undersigned Business Associate agrees, by signing this Agreement below, that it will comply with all provisions of HIPAA and the federal "Standards for Privacy of Individually Identifiable Health Information" promulgated thereunder at 45 CFR Parts 160 and 164, and that it assures to TAG that it will provide appropriate safeguards of Protected Health Information ("PHI") as an entity that provides functions, activities, or services involving the use of PHI.


Murray Transit (Subcontractor)


 Signature - Authorized Person

Greg Hagan, Commissioner
 Typed Name and Title

11-07-17
 Date Signed

Transit Alliance Group, Inc. (Contractor)


 Signature - Authorized Person

Barbara F. Hurns, President/CEO
 Typed Name and Title

11-07-17
 Date Signed

IMMIGRATION AND SECURITY

- A. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D. L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et seq., Contractor must initial one of the sections below:

- ____ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D. L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhr.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et seq.
- ____ Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2008, Contractor will register at <https://www.vis-dhr.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D. L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et seq.
- ____ Contractor has 99 or fewer employees and Contractor warrants that no later than July, 2009, Contractor will register at <https://www.vis-dhr.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D. L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et seq.

- B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

Signature 

Title 

Subcontractor Name: Murray Transit

Street/Mailing Address: P. O. Box 1129

City, State, Zip Code: Chatsworth, GA 30705

Telephone Number: (770) 748-3220

Email Address: murraytransit@yahoo.com

NOTICE CONCERNING CRITICAL INCIDENT REPORTING

Georgia Department of Human Services (DHS) requires that its contractors/service providers make every reasonable effort to ensure the safety of the individuals served through its programs.

To report an incident or situation that you feel may lead to serious injury or death of a DHS client or consumer, please contact the Transit Alliance Group, Inc. The Transit Alliance Group will notify the DHS of the incident and the action taken to resolve the issue.

Barbara F. Hurst, President/CEO
Telephone: (706) 971-3221
Email: barbarahurst@transitag.org

or

Diana Smith, Vice-President/Director of Operations
Telephone: (706) 971-3221
Email: dianasmith@transitag.org

or

Stephanie Dotson, Operations & Compliance Manager
Telephone: (706) 971-3221
Email: stephaniedotson@transitag.org

Fax: (706) 971-3316



Transit Alliance Group, Inc.
1422 Green Road, Suite O
Chatsworth, GA 30705
O: 706.971.3221
F: 706.971.3316
www.transitag.org

TRANSPORTATION SERVICES CONTRACT

By

TRANSIT ALLIANCE GROUP, INC.

With

Murray Transit

TO: Region One Transportation Subcontractors
FROM: Barbara F. Hurst, CEO *BFH*
DATE: October 10, 2017
SUBJECT: FY18 Human Services Transportation Subcontract

Please find enclosed your FY18 Transportation Subcontracts for provision of DHS Coordinated Transportation under contract with the Transit Alliance Group, Inc. (TAG).

Please note there are two printed copies of your subcontract enclosed. One copy is for your (your agency's) file, and the other must be returned to TAG once it has been signed. Please have the appropriate party sign the subcontracts and the associated Annexes (attached to each subcontract), and return one fully executed copy to TAG in the mailing envelope provided.

After review of your subcontract and "projected" budget for FY18, should you have any questions please contact me at barbarahurst@transitag.org.

We look forward to working with you again this fiscal year.

Enclosures

SECTION I: GENERAL CONTRACT PROVISIONS

PARA #101: CONTRACT BETWEEN:

This contract is made and entered into by and between the CONTRACTOR, the **Transit Alliance Group, Inc.**, legally empowered to contract pursuant to the Official Code of Georgia Annotated (OCGA) and hereinafter referred to as "TAG";

AND

Murray Transit

Legally empowered to contract pursuant to the laws of Georgia, and hereinafter referred to as the "SUBCONTRACTOR".

This contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia.

Nothing contained in this contract shall be construed to constitute the SUBCONTRACTOR or any of its employees, agents, or sub-SUBCONTRACTORS as a partner, employee, or agent of TAG, nor shall either party to this contract have any authority to bind the other in any respect, it being intended that each shall remain an independent SUBCONTRACTOR.

The person signing this document on behalf of SUBCONTRACTOR has full power and has been properly authorized and empowered to enter into this Contract.

PARA #102 PERIOD OF CONTRACT:

This contract has an effective beginning date of July 1, 2017, and shall terminate on June 30, 2018, unless terminated earlier under other provisions of this contract.

PARA # 103 TAG AND SUBCONTRACTOR AGREEMENTS:

WITNESSETH:

WHEREAS, TAG has a need for and desires a coordinated transportation system for human service agency clients and the general public and

WHEREAS, the SUBCONTRACTOR has represented to TAG its desire and ability to provide this service

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

A. The SUBCONTRACTOR agrees:

1. To provide transportation services for residents of the service area location whose services are ordered by DHS Human Service Providers (HSP) and authorized by the DHS Planning and Service Area, Region 1, in accordance with the Statement of Work described in Annex A. The primary county for which the SUBCONTRACTOR will provide service is Murray County. However, SUBCONTRACTOR will be responsible for transporting consumers outside their primary service area for consumers who attend human service agencies in other counties within Region 1; and to provide supportive employment transportation for consumers from the agencies within Murray County if needed and requested. These locations may include, but not be limited to surrounding counties within Region 1.
2. To provide and/or coordinate transportation of consumers who reside in the counties of Region 1 and are served at DHS sites located within Region 1.
3. To make transportation services available twenty-four (24) hours per day, seven (7) days per week. Core hours are between 6 a.m. and 6 p.m., Sunday through Saturday; however, the SUBCONTRACTOR must provide scheduled trips within non-core hours of 6:01PM through 5:59 AM as demand warrants.
4. To register and process all trips through the DHS TRIPS (electronic registration system) in order for a trip to be provided and billed. All trip orders from Human Service Providers must be entered into TRIPS and submitted to the transportation provider by noon the day prior to the date the service is requested. (Urgent trips or emergencies will be addressed on a case-by-case basis.) Any trip order that has incomplete or unclear information will not be accepted for service, and will be returned by the transportation provider to the HSP. *See the TRIPS manual for instructions (for HSPs and Transportation Providers) regarding registering, ordering, and providing transportation via the TRIPS system.
5. To attend TRIPS training provided by DHS and TAG for HSPs and Transportation Providers.
6. To submit an electronic Subcontractor's Invoice Backup Report (Invoice) and a Subcontractor's Invoice Summary Report to TAG by the 5th business day

following the end of each month that details the total trips provided (and no-shows). These reports will provide the names of each consumer, the date of service provision, and numbers of trips provided (for each consumer) during that month. *See the TRIPS manual for instructions regarding disposition of trips in the TRIPS system.

7. To submit a Monthly Usage Report that provides the number of miles traveled, the hours worked, the number of drivers used and the total number of vehicles used in that service month. This report will be completed by the transportation provider and submitted electronically with the monthly invoice by the 5th workday of the month. The report is attached as Annex C.
8. To submit a Report of Certified or In-Kind Cost to TAG with the Monthly Invoice by the 5th workday following the end of each month for transportation providers receiving Aging dollars each month. Transportation providers may claim In-Kind costs (if appropriate and available) in lieu of cash match for their aging reimbursements. The Certified Cost Form is attached as Annex D.
9. To attend scheduled meetings with the Regional Transportation Coordinating Committee (RTCC) and called meetings as determined necessary by TAG and/or the DHS Regional Transportation Coordinator.
10. To attend SUBCONTRACTOR and Human Service Provider training and meetings as scheduled and deemed necessary by TAG.
11. To implement such service expansions or improvements as may be recommended by the RTCC and accepted by TAG and DHS, or as may otherwise be agreed upon between the parties from time to time.
12. To maintain updated internet accessibility and an updated Microsoft Windows operating system, both within the last two released versions, in order to be able to properly access and utilize a web-based trip ordering system.
13. To be willing to assist with evacuation efforts in a governor-declared state of emergency.
14. That if the SUBCONTRACTOR elects to use the DHS vehicles offered by the DHS and TAG to provide services, the SUBCONTRACTOR will be responsible for, maintaining the vehicle(s) (including preventive maintenance, cleaning and repair and component replacement as necessary) in accordance with the DHS Office of Facilities and Support Services Transportation Manual. SUBCONTRACTOR will provide all vehicle insurance coverage in accordance with the DHS Office of Facilities & Support Services Risk Management Programs and Claims Manual. SUBCONTRACTOR will defend all suits brought upon such claim, and will pay all cost and expenses incidental thereto. However, agencies shall have the right, at their own expense, to participate in the defense of any suit, without relieving the SUBCONTRACTOR of any obligation thereunder. The SUBCONTRACTOR will return DHS vehicles to TAG/DHS in

good condition upon termination of their contract with TAG. The SUBCONTRACTOR will be responsible for any expenses incurred by the DHS or TAG due to the failure of the SUBCONTRACTOR to return any vehicles in good condition. Expenses incurred by the DHS or TAG to restore vehicles to good condition shall be deducted from the final payment to the SUBCONTRACTOR, or if the expenses exceed final payment, billed to the SUBCONTRACTOR.

15. That the SUBCONTRACTOR is responsible for notifying TAG of any incidents or accidents associated with the DHS transportation program and/or vehicles as outlined in the DHS Administrative Policy and Procedures Manual, Part IX, and the Office of Facilities & Support Services Transportation Manual.

B. TAG will:

1. Monitor and evaluate SUBCONTRACTOR activities for effectiveness throughout the contract year.
2. Provide technical assistance, guidance, consultation, management support and other necessary support as needed and requested.

PARA #104: DEPARTMENT AND SUBCONTRACTOR CONTACT INFORMATION

- A. Mailing Addresses. The mailing addresses, telephone numbers, and contact persons listed below for the Transit Alliance Group, Inc. (TAG) and the SUBCONTRACTOR may be changed during the term of this contract by written notification to the other party by TAG office representatives or by the SUBCONTRACTOR.

1. TAG mailing address and telephone number for correspondence, reports, and other matters relative to this contract, except as otherwise indicated, are:

Transit Alliance Group, Inc.
ATTN: Barbara Hurst, Chief Executive Officer
1422 Green Road, Suite O
Chatsworth, GA 30705
Telephone: (706) 971-3221
Fax: (706) 971-3316
Email: barbarahurst@transitag.org

2. The SUBCONTRACTOR's mailing address and telephone number for correspondence, reports, and other matters relative to this contract are:

Murray Transit
P. O. Box 1129
Chatsworth, GA 30705
Attention: Betty Elrod

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PARA #107: CONFLICT OF INTEREST

- A. The SUBCONTRACTOR and TAG certify that the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, which prohibit and regulate certain transactions between certain state officials or employees and the State of Georgia, have not been violated, and will not be violated, in any respect.
- B. CODE OF CONDUCT AND CONFLICT OF INTEREST / ANTI FRAUD PROCEDURES: No officer, employee, or agent of the SUBCONTRACTOR shall solicit or accept gratuities, favors, or anything of monetary value from suppliers, or potential suppliers, including subSUBCONTRACTORS under this contract.

PARA #108: CONTRACT MODIFICATION/ALTERATION

- A. No modification or alteration of this agreement will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this contract as an amendment indicating the contract number involved, the original contracting parties and the original effective date of the contract and the paragraph(s) being modified or superseded, except as stated in subparagraph B immediately below.
- B. In the event that either of the sources of reimbursement for services under this contract (appropriations from the General Assembly of the State of Georgia, or the Congress of the United States of America) are reduced during the term of this contract, TAG has the absolute right to make financial and other adjustments to this contract and to notify the SUBCONTRACTOR accordingly. Such adjustment(s) may require a contract amendment including, but not limited to, a termination of the contract. The certification by either the Chief Executive Officer of the Transit Alliance Group, Inc. or the Commissioner of the Georgia Department of Human Services of the occurrence of either of the reductions stated above shall be conclusive.

PARA #109: TAG RIGHT TO SUSPEND CONTRACT

TAG reserves the right to suspend the contract/sub-grant in whole or in part under this contract provision if it appears to TAG that the SUBCONTRACTOR is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this contract, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement, at the discretion of TAG, in the programmatic performance or service delivery.

PARA #110: SEVERABILITY

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal, or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full

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Telephone: 706/695-5161
Fax: 706/517-8891
Email: murraytransit@yahoo.com

PARA #105: NONDISCRIMINATION BY SUBCONTRACTORS AND SUB-SUBCONTRACTORS

- A. NONDISCRIMINATION IN EMPLOYMENT PRACTICES: The SUBCONTRACTOR agrees to comply with federal and state laws, rules and regulations, and the Department of Human Services' policy relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.

- B. NONDISCRIMINATION IN CLIENT/CLIENT SERVICE PRACTICES: The SUBCONTRACTOR agrees to comply with federal and state laws, rules and regulations, and the Department of Human Services' policy relative to nondiscrimination in consumer/customer/client service practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department of Human Services and TAG.

- C. COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT: The SUBCONTRACTOR agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules, and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.

- D. SUBSUBCONTRACTOR COMPLIANCE: The SUBCONTRACTOR agrees to require any subSUBCONTRACTOR performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations, and policies described in this paragraph.

PARA #106 CONFIDENTIALITY OF INDIVIDUAL INFORMATION

The SUBCONTRACTOR agrees to abide by all state and federal laws, rules and regulations, and the Department of Human Services policy on respecting confidentiality of an individual's records. SUBCONTRACTOR further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, client, or responsible parent or guardian.

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force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

PARA #111: TERMINATION

- A. Due to non-availability of funds. Notwithstanding any other provision of this contract, in the event that either of the sources of reimbursement for services under this contract (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of TAG incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this contract shall immediately terminate without further obligation of TAG as of that moment. The certification by either the Chief Executive Officer of the Transit Alliance Group, Inc. or the Commissioner of the Georgia Department of Human Services of the occurrence of either of the events stated above shall be conclusive.
- B. Due to default or for cause. This contract may be terminated for cause, in whole or in part, at any time by TAG for failure of the SUBCONTRACTOR to perform any of the provisions hereof. Should TAG exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The SUBCONTRACTOR will be required to submit the final contract expenditure report no later than 30 days after the effective date of written notice of termination. Upon termination of this contract, the SUBCONTRACTOR shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this contract.
- C. For Convenience. This contract may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this contract must give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination. If the SUBCONTRACTOR fails to give proper notice and/or fails to provide services throughout the entire 60-day notice period, such action shall be considered in breach of contract and/or gross negligence. The penalty for a breach of contract and/or gross negligence can result in the calling in of posted performance bond and/or withholding of any outstanding reimbursements.
- D. Notwithstanding any other provision of this paragraph, this contract may be immediately terminated without any opportunity to cure, if any of the following events occurs:
1. SUBCONTRACTOR becomes insolvent or liquidation or dissolution or a sale of the SUBCONTRACTOR's assets begins.
 2. SUBCONTRACTOR or any subSUBCONTRACTOR violates or fails to comply with any applicable provision of federal or state law or regulation.
 3. SUBCONTRACTOR or any subSUBCONTRACTOR knowingly provides

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- fraudulent, misleading or misrepresentative information to any consumer/customer/client of DHS or to DHS, or to TAG.
4. SUBCONTRACTOR has exhibited an inability to meet its financial or services obligations under this contract or fails to comply with Paragraph 114 of this agreement.
 5. A voluntary or involuntary bankruptcy petition is filed by or against the SUBCONTRACTOR under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.
 6. An assignment is made by the SUBCONTRACTOR for the benefit of creditors.
 7. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the SUBCONTRACTOR.
 8. TAG deems that such termination is necessary if the SUBCONTRACTOR or any subSUBCONTRACTOR fails to protect or potentially threatens the health or safety of any consumer/customer/client of DHS and/or to prevent or protect against fraud or otherwise protect TAG or the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
 9. SUBCONTRACTOR is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.

PARA #112: COOPERATION IN TRANSITION OF SERVICES

The SUBCONTRACTOR agrees upon termination of this contract, in whole or in part, for any reason to cooperate as requested by TAG to effectuate the smooth and reasonable transition of the care and services for DHS consumers/customers/clients as directed by TAG. This will include but not be limited to the transfer of the consumer/customer/client records, personal belongings, as directed by TAG. The SUBCONTRACTOR further agrees that should it go out of business and/or cease to operate, all original records of consumers/customers/clients served pursuant to this contract shall be transferred by the SUBCONTRACTOR to TAG and/or DHS immediately and shall become the property of TAG.

PARA #113: FORCE MAJEURE

Each party will be excused from performance under this contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not constitute a default under this contract or be a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the SUBCONTRACTOR from its liability for work performed by any subSUBCONTRACTOR. If the services to be provided to TAG are interrupted by a force majeure event, TAG will be entitled to an equitable adjustment to the fees and other payments due under this contract.

PARA #114: ACCESS TO RECORDS AND INVESTIGATION

- A. The state and federal government, the Department of Human Services, and TAG shall have full and complete access to all consumer/customer/client records, administrative records, financial records, pertinent books, documents, papers,

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pursuant to this contract, the SUBCONTRACTOR agrees to include the following in each subcontract:

1. Stipulations that the subSUBCONTRACTOR is required to adhere to each provision of this contract related to the quality and quantity of deliverables, compliance with state and federal laws and regulations, confidentiality, auditing, access to records, and contract administration.
- D. The SUBCONTRACTOR shall promptly pursue, at its own expense, appropriate legal and equitable remedies against any subSUBCONTRACTOR who fails to adhere to the contract requirements. The SUBCONTRACTOR's failure to proceed against a subSUBCONTRACTOR will constitute a separate breach by the SUBCONTRACTOR in which case TAG and/or DHS may pursue appropriate remedies as a result of such breach.
- E. The Chief Executive Officer of TAG is the nonprofit's approving authority for subcontracts and delegation of authority.

PARA #116: SUBCONTRACTOR/SUBSUBCONTRACTOR LICENSE REQUIREMENTS

- A. The SUBCONTRACTOR agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this contract.
- B. The SUBCONTRACTOR is responsible for ensuring that subSUBCONTRACTORS are appropriately licensed.
- C. The SUBCONTRACTOR agrees that if it loses or has sanctioned any license, certification, or accreditation required by this Contract or state and federal laws, that this contract may be terminated immediately in whole or in part.

PARA #117: PUBLICITY

SUBCONTRACTOR must ensure that any publicity given to the program or services provided herein identify the Department of Human Services (DHS) and TAG as sponsoring agencies. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the SUBCONTRACTOR. Prior approval for the materials must be received from TAG Chief Executive Officer and/or the DHS Regional Transportation Coordinator. All media and public information materials must also be approved by the Commissioner's Office of Policy and Government Services, Office of Communications. In addition, the SUBCONTRACTOR shall not display DHS' or TAG's name or logo in any manner, including, but not limited to, display on SUBCONTRACTOR's letterhead or physical plant, without the prior written authorization of the DHS Commissioner and the Chief Executive Officer of TAG.

PARA #118: CONSULTANT/STUDY CONTRACT

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correspondence, including e-mails, management reports, memoranda, and any other records of the SUBCONTRACTOR and subSUBCONTRACTOR for the purpose of conducting or reviewing audit examinations, excerpts, and transcripts. At the request of TAG, SUBCONTRACTOR shall make any such records available to TAG within 48 hours of receipt of notice. SUBCONTRACTOR and subSUBCONTRACTOR record retention requirements are five years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

- B. The SUBCONTRACTOR agrees that TAG and/or the DHS Office of Fraud and Abuse (upon the request of the DHS Commissioner or his designee), has full authority to investigate any allegation of misconduct in performance of duties arising from this contract made against an employee of the SUBCONTRACTOR. The SUBCONTRACTOR agrees to cooperate fully in such investigations by providing the Office of Investigative Services full access to its records and by allowing its employees to be interviewed during such investigations.

- C. TAG shall have the right to monitor and inspect the operations of the SUBCONTRACTOR and any subSUBCONTRACTOR for compliance with the provisions of this Contract and all applicable federal and state laws and regulations, with or without notice, at any time during the term of this Contract. The SUBCONTRACTOR agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include, without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of service authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. TAG will develop a report of its findings and may require the SUBCONTRACTOR to develop corrective action plans as appropriate. Such corrective action plans may include requiring the SUBCONTRACTOR to make changes in service authorization, utilization practices, and/or any activity deemed necessary by TAG.

PARA #115: TAG APPROVAL OF SUBCONTRACTS

- A. Any subcontracts or delegations of the authority herein will be submitted to TAG for approval prior to execution. The SUBCONTRACTOR will be responsible for the performance of any subSUBCONTRACTOR to whom any duties are delegated under any provision of this contract. In no event shall performance of any provision of this contract be subcontracted without the prior written consent of TAG.

- B. The SUBCONTRACTOR agrees to reimburse TAG for any federal or state audit disallowances arising from the subSUBCONTRACTOR's performance or non-performance of duties under this contract, which are delegated, to the subSUBCONTRACTOR.

- C. If the SUBCONTRACTOR subcontracts for the provision of any deliverables

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- A. The SUBCONTRACTOR agrees not to release any information, findings, research, reports, recommendations, or other material developed or utilized during or as a result of this contract until such time as the information has been provided to TAG and the Department of Human Services, appropriately presented to the Board of Human Services, and made a matter of public record.

- B. The SUBCONTRACTOR further agrees that any research, study, review, or analysis of the consumers/customers/clients served under this contract by any outside individual or organization must be reviewed and approved by TAG and the Department of Human Services.

PARA #119: DRUG-FREE WORKPLACE

- A. If SUBCONTRACTOR is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

- B. If SUBCONTRACTOR is an entity other than an individual; it hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D, 41 U.S.C. 701 et seq.) and that:

1. A drug-free workplace will be provided for the SUBCONTRACTOR's employees during the performance of this contract; and
2. It will secure from any subSUBCONTRACTOR hired to work in a drug-free workplace the following written certification: As part of the subcontracting agreement with (SUBCONTRACTOR's Name), (subSUBCONTRACTOR's Name), certifies to the SUBCONTRACTOR that a drug-free workplace will be provided for the subSUBCONTRACTOR's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3.

- C. SUBCONTRACTOR may be suspended, terminated, or debarred if it is determined that:

1. The SUBCONTRACTOR has made false certification hereinabove; or
2. The SUBCONTRACTOR has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

PARA #120 CRIMINAL RECORDS INVESTIGATIONS

- A. The SUBCONTRACTOR agrees that, for the filling of positions or classes of positions having direct care/treatment/custodial responsibilities for services rendered under this contract, applicants selected for such positions shall undergo a criminal record history investigation, which shall include a fingerprint record check pursuant to the provisions of Section 49-2-14 of the Official Code of Georgia

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Annotated (refer to Annex E). Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology. SUBCONTRACTOR must utilize one of the following methods to comply with this requirement:

1. SUBCONTRACTOR will register with the Georgia Applicant Processing Services (GAPS) at www.ga.cogentid.com and follow the instructions provided at that website
- B. Pursuant to O.C.G.A. 49-2-14, the Department, after receiving and reviewing the criminal history report generated through the Live Scan process, will advise the SUBCONTRACTOR if any information contained in the report indicates a crime prohibited by duly published criteria within the Department. Under such circumstances, the individual so identified will not be employed for the purpose of providing services under this contract.
- C. Provisions of this paragraph of the contract shall not apply to persons employed in day-care centers, group day-care homes, family daycare homes, child-caring institutions or child care learning centers which are required to be licensed, registered, or commissioned by the Department or by the Georgia Department of Early Care and Learning, or to personal care homes required to be licensed, permitted, or registered by the Department.

PARA #121 AIDS POLICY

The SUBCONTRACTOR agrees, as a condition to provision of services to the Department of Human Services clients/patients, not to discriminate against any client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The SUBCONTRACTOR is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from TAG and appropriate division or office of the DHS, as the SUBCONTRACTOR deems necessary. The SUBCONTRACTOR further agrees to refer those clients/patients requesting additional AIDS related services or information to the appropriate county health department.

PARA #122: FEDERAL AND DEPARTMENTAL PROHIBITIONS AND REQUIREMENTS RELATED TO LOBBYING

- A. Pursuant to Section 1352 of Public Law 101-121, the SUBCONTRACTOR agrees that:
 1. No federally appropriated funds have been paid or will be paid, by or on behalf of the SUBCONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

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pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.

2. No part of any federal funds contained in this contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.
- C. SUBCONTRACTOR further agrees that no part of state funds contained in this contract shall be used for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, Internet, or video presentation designed to support or defeat legislation pending before the General Assembly or any committee thereof, or the approval or veto of legislation by the Governor or for any other related purposes.

PARA #123: INDEMNIFICATION / HOLD HARMLESS CLAUSE

SUBCONTRACTOR hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect, and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DHS, TAG, and their officers and employees (collectively "indemnitees") of, from any and all claims, demands, liabilities, losses, costs, or expenses for any loss or damage for bodily injury, including but not limited to death, personal injury, property damage, attorneys' fees caused by growing out of, or otherwise happening in connection with, this Contract, due to any act or omission on the part of SUBCONTRACTOR, its agents, employees, subSUBCONTRACTORS, or others working at the direction of SUBCONTRACTOR or on SUBCONTRACTOR's behalf, or due to any breach of this Contract by SUBCONTRACTOR (collectively, the "Indemnity Claims").

This indemnification extends to the successors and assigns of the SUBCONTRACTOR, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the SUBCONTRACTOR.

If, and to the extent, such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the "Funds"), the SUBCONTRACTOR agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the SUBCONTRACTOR and its insurers waive any right of subrogation against the State of Georgia, the Indemnitees, and the Funds and insurers participating there under, to the full extent of this indemnification.

SUBCONTRACTOR shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit brought against the State of Georgia and/or TAG.

PARA #124: DEBARMENT

2. As a condition of receipt of any federal contract, grant, loan, or cooperative agreement exceeding \$100,000, the SUBCONTRACTOR shall file with TAG a signed "Certification Regarding Lobbying," attached hereto as Annex F.
3. If any funds other than federally appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the SUBCONTRACTOR shall complete and submit Standard Form "Disclosure Form to Report Lobbying," in accordance with its instructions, copies of which may be obtained from the Department; and
4. A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by SUBCONTRACTOR under subparagraphs (b) or (c) of this paragraph. An event that materially affects the accuracy of the information reported includes:
 - i. A cumulative increase of \$25,000 or more in the amount paid, or expected to be paid, for influencing or attempting to influence a covered federal action; or
 - ii. A change in the person(s) or individual(s) influencing, or attempting to influence, a covered federal action; or
 - iii. A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered federal action.

Any SUBCONTRACTOR who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

An imposition of a civil penalty under this section does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.

The SUBCONTRACTOR shall require that the prohibitions and requirements of this paragraph be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- B. SUBCONTRACTOR further agrees that in accordance with the federal appropriations act:

1. No part of any federal funds contained in this contract shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution or use of any kit,

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In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, SUBCONTRACTOR certifies by signing Annex G that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency. SUBCONTRACTOR further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

PARA #125: PROPERTY MANAGEMENT REQUIREMENTS

The SUBCONTRACTOR agrees:

- A. That all DHS property assigned to the SUBCONTRACTOR during the term of this contract and all previous contracts is property of the State of Georgia and the DHS and is subject to the rules and regulations of the DHS throughout the life and disposition of said property. Said property cannot be transferred or otherwise disposed of without prior written approval of the DHS Asset Services Section.
- B. To adhere to all policies and procedures as promulgated in the DHS Administrative Policy and Procedures Manual, Part IX, and the Office of Facilities & Support Services Transportation Manual, which are by reference made a part of this contract. SUBCONTRACTOR understands that the requirements for inventory of property and a control system to safeguard against loss, damage or theft as contained in the property manual and shall be followed.
- C. In the event the contract is terminated prior to expiration or is not renewed, SUBCONTRACTOR agrees to properly transfer or dispose of all state property as follows:
 1. Prepare Form 5086, Equipment Status Change form listing all state equipment in the SUBCONTRACTOR's possession and send this form to the Department of Human Services - Office of Facilities and Support Services - Regional Transportation Coordinator for final determination.
 2. Upon notification by the Office of Facilities and Support Services, SUBCONTRACTOR agrees to transport the state property to the designated state surplus facility. Expenses incurred by the SUBCONTRACTOR in transporting this equipment may be charged to the terminated contract.

The DHS property coordinator will confirm, by written notification to the Office of Facility and Support Services that all surplus property listed on completed Form 5086 has received proper transfer or disposition.

PARA #126: VIOLATIONS OF THIS CONTRACT

TAG will impose sanctions and/or penalties for violations or breaches of the terms of this contract. Sanctions and penalties include, but are not limited to, the following:

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- A. Withholding payment to the SUBCONTRACTOR until the violation has been corrected;
- B. Disallowance of costs associated with or created by the violation;
- C. De-obligation of funds from this contract;
- D. Termination of this contract in accordance with PARA #111.

SECTION II: BUDGET REQUIREMENTS AND PAYMENT PROVISIONS,

PARA #201: PAYMENT TO SUBCONTRACTOR AND SUBCONTRACTOR MATCH REQUIREMENT

TAG will reimburse the SUBCONTRACTOR for all one-way completed and no-show passenger trips that are processed and approved in the TRIPS electronic data entry system. Reimbursements will be made on a monthly basis with the SUBCONTRACTOR's billing cycle beginning with the first day of the month and ending with the last day of the month.

A projected budget for the fiscal year is provided to the SUBCONTRACTOR that outlines the number of (projected) trips that are expected to be provided during the fiscal year; the agreed upon trip rate for each service; and the projected funding amounts (for the fiscal year) to cover those trips. This funding amount cannot be exceeded without authorization and approval by TAG and DHS. SUBCONTRACTORS should use the fiscal year budget projections to determine their anticipated service levels and revenues. See ANNEX B for the FY16 trip projections and revenues.

Refer to Annex A – DHS Statement of Work – Section IV (Trip Classification and Reimbursement) for an explanation of types of trips by service, order of priority, and reimbursement criteria.

Payment to the SUBCONTRACTOR will be issued within two (2) business days following the receipt of DHS payment by TAG. The SUBCONTRACTOR is to contact TAG for all payment and billing issues. Such issues include, but are not limited to, reimbursements, billing errors, billing resolution, and payment schedules. Under no circumstances should the SUBCONTRACTOR contact the Department of Human Services to resolve these issues.

PARA #202: INVOICE SUBMISSION

The SUBCONTRACTOR agrees to submit an invoice in accordance with the fixed rate/progress payment schedule not later than the 5th work day after the end of each month during the term of this contract. The invoice and client data forms to be used are part of the TRIPS electronic reporting system. The electronic invoice and summary reports are to be completed by the SUBCONTRACTOR and submitted as "Excel" documents to TAG by the 5th workday of each month. DHS and TAG reimburses for services provided and verified through TRIPS; therefore, any service provided but not entered into and processed through TRIPS will not be reimbursed. TAG reserves the right to request

additional documentation and data as deemed necessary.

PARA #203: REQUIREMENTS FOR CERTIFIED COST AND/OR IN-KIND MATCH:

Social Services Block Grant (SSBG) and Title III funding used for provision of Aging trips require an associated match relative to the funding source. In-Kind matches may be used in lieu of cash matches for these fund sources; however, regardless of whether match is verified with In-Kind or cash match, a Certified Cost Form must be completed, signed, and submitted with the SUBCONTRACTOR'S monthly invoice and reports to verify the amount of the associated match relative to SSBG and Title III Aging dollars.
*Note: No associated match is required for DFCS or DBHDD funding.

PARA #204: LIABILITY COVERAGE

The SUBCONTRACTOR must purchase and retain insurance coverage for DHS and Non-DHS vehicles used for coordinated transportation.

All SUBCONTRACTORS must carry the required amount of insurance as stipulated by DHS in order to provide transportation for their consumers. These limits pertain to all transportation providers and all vehicles, regardless of whether they are DHS-owned or non-DHS vehicles.

DHS limits of liability are:

- o Liability insurance coverage of \$1,000,000 per person and \$3,000,000 per occurrence and
- o Bodily injury and property damage coverage in the amount of \$1,000,000 per person, and \$3,000,000 per occurrence.

*Refer to the DHS Coordinated Transportation Manual, Chapter II, Section F (3) for additional information or clarification.

SECTION III: COMPLIANCE WITH SPECIFIC STATE AND FEDERAL LAWS, RULES, REGULATIONS, AND STANDARDS

PARA #301: STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS

SUBCONTRACTOR agrees that all work done as part of this contract will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations, and agrees to fully reimburse TAG for any loss of funds or resources resulting from non-compliance by the SUBCONTRACTOR, its staff, agents, or subSUBCONTRACTOR as revealed in any subsequent audits. SUBCONTRACTOR understands that the following items specifically apply to this contract, but do not exclude

any other applicable federal or state laws or requirements.

- A. Compliance with Health Insurance Portability and Accountability Act (HIPAA):

It is understood and agreed that TAG is a "covered entity" as defined by HIPAA of 1996 and the federal "Standards for Privacy of Individually Identifiable Health Information" promulgated there under at 45 CFR Parts 160 and 164. Further, it is agreed that as a business associate of TAG that its use or disclosure of any person's protected health information received from or on behalf of TAG will be governed by the Business Associate Agreement, attached hereto as Annex H which the SUBCONTRACTOR agrees to by signing and submitting with this contract. Such Business Associate Agreement is executed and is effective simultaneously with this contract/amendment. However, the Business Associate Agreement will survive this contract/amendment pursuant to Section E of the Business Associate Agreement.

- B. 45 CFR Part 74: as used in this contract, the word SUBCONTRACTOR is synonymous with the word Sub-grantee as used in this Code of Federal Regulations.

- C. Advance federal agency approval of cost:

It is agreed that it shall be the responsibility of the SUBCONTRACTOR to request in writing, from TAG, approval of expenditures which require advance federal agency approval. It shall be the responsibility of TAG to request approval of such expenditures from the Department of Human Services. It shall be the responsibility of the Department of Human Services to acquire written federal agency approval of these requests for advance approval received from the SUBCONTRACTOR and to notify TAG in writing of the approval. Expenditures requiring advance federal agency approval may not be made by the SUBCONTRACTOR prior to receipt of DHS written notification that federal agency approval has been granted.

- D. Fair Labor Standards Act of 1938, as amended.

- E. Social Services Block Grant (Title XX) Omnibus Budget Reconciliation Act of 1961, P.L. 97-35

- F. Federal Transit Act, Section 5310 – Grant #16-0024

- G. Social Security Act, Title IV, Part A, as amended; Personal Responsibility and Work Opportunity Reconciliation Act of 1996; Public Law 104-193; Balanced Budget Act of 1997, Public Law 105-33 (for TANF).

- H. 45 CFR Part 1321, Administration on Aging, Older Americans Program, and Older Americans Act of 1965, as amended.

- I. Compliance with Federal and State Immigration Laws: The SUBCONTRACTOR agrees to comply with E-Verify requirements and agrees that throughout the

performance of this contract will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC § 1324a and Act 457 of the 2006 Session of the Georgia General Assembly (Georgia Security and Immigration Compliance Act, effective July 1, 2007) regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. SUBCONTRACTOR will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract hereunder. (Titles 13, 16, 35, 42, 43, 48 and 50 of the Official Code of Georgia Annotated, enacted effective July 1, 2007). Contract further certifies by signing Annex I (Immigration and Security Form), it will comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act O.C.G.A. 13-10-90 et. seq. SUBCONTRACTOR further agrees to include the provisions contained in the foregoing paragraph in each subcontract for services hereunder. SUBCONTRACTOR shall not retaliate against or take any adverse action against any employee or any subSUBCONTRACTOR for reporting, or attempting to report a violation(s) regarding applicable immigration laws.

- J. Older Americans Act of 1965, as amended, Section 311, 42 U.S.C. 3030a, Section 604, 42 U.S.C. 3057c; Agriculture and Consumer Protection Act of 1973, as amended, Section 4(a), 7 U.S.C. 612c note; Agricultural Act of 1949, as amended, Section 416, 7 U.S.C. 1431; Food and Agriculture Act of 1965, as amended, Section 709, 7 U.S.C. 1446a-1.

PARA #302: AUDITS AND FINANCIAL REPORTING REQUIREMENTS

SUBCONTRACTOR agrees to provide to TAG within 180 days after the close of the SUBCONTRACTOR's fiscal year, one (1) copy of audited financial statements prepared by an independent auditor for the organization. These statements should cover at a minimum all revenues, expenses (including any capital outlays) that directly or indirectly affect the services provided and costs reported under this contract.

SUBCONTRACTOR understands that failure to comply with the above audit and financial reporting requirements could be cause for TAG to suspend payments, to terminate this contract, to require a refund of all monies received under this contract and to prohibit the SUBCONTRACTOR from receiving funds from any state organization for a period for twelve (12) months from the date of notification by TAG.

PARA #303 COLLECTION OF AUDIT EXCEPTIONS

The SUBCONTRACTOR agrees that TAG may withhold net payments (voucher deduction) equal to the amount that has been identified by an audit notwithstanding the fact that such audit exception is made against a prior or current contract. The SUBCONTRACTOR may also repay TAG for the total exception by certified check.

PARA #304 TITLE VI ASSURANCE

During the performance of this contract, the SUBCONTRACTOR, for itself, its assignees and successors in interest (hereinafter referred to as the "SUBCONTRACTOR") agrees as follows:

1. **Compliance with Regulations:** The SUBCONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter, referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The SUBCONTRACTOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subSUBCONTRACTORS, including procurement of materials and leases of equipment. The SUBCONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the SUBCONTRACTOR for work to be performed under a subcontract, including procurement of materials or leases of equipment each potential subSUBCONTRACTOR or supplier shall be notified by the SUBCONTRACTOR of the SUBCONTRACTOR's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The SUBCONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required or a contract is in the exclusive possession of another who fails or refuses to furnish this information, the SUBCONTRACTOR shall so certify the Recipient, or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the SUBCONTRACTOR'S noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the SUBCONTRACTOR under the contract until the SUBCONTRACTOR complies, and/or
 - (b) Cancellation, termination or suspension of the contract in whole or in part.
6. **Incorporation of Provisions:** The SUBCONTRACTOR shall include provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials

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- G. safety and well-being of the individuals served under this contract. TAG will notify DHS of the incident and corrective action will be taken to resolve the issue.
- H. Each SUBCONTRACTOR shall post a "Notice Concerning Critical Incident Reporting." The signage shall be produced by the SUBCONTRACTOR and shall conform in content to the Sample Annex J which is attached to this contract. The Notice must be posted in a conspicuous, common area accessible to clients, consumers, and the general public.

All other required reporting procedures (i.e., child abuse reporting, etc.) and the timelines of other required reports will remain in force and are not replaced or superseded by this process.

SUBCONTRACTOR shall not use or disclose any information received during the investigation of a critical incident for any purpose not connected with the administration of SUBCONTRACTOR's or the Department's responsibility under this contract, except with the informed, written consent of the client or the client's legal guardian, as required by law.

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and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. The SUBCONTRACTOR shall take such action with respect to any subcontract or procurement as the grant agency or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for non-compliance.

SECTION IV:

PARA #401 CRITICAL INCIDENT REPORTING

SUBCONTRACTOR has the responsibility for ensuring the health and safety of DHS clients/consumers/ customers served under this contract are not placed in any jeopardy. Therefore, the SUBCONTRACTOR shall have an effective response system when critical incidents occur. This responsibility includes, but is not limited to, any and all subSUBCONTRACTORS employed by the SUBCONTRACTOR to provide services pursuant to this contract.

- A. In the case of an emergency, SUBCONTRACTOR shall call the appropriate local emergency medical services, police, or fire services (i.e., 911).
- B. SUBCONTRACTOR shall have a formal written critical incident reporting procedure that is approved by the licensing or certification authority, if applicable, and by TAG.
- C. SUBCONTRACTOR is responsible for taking necessary actions to protect DHS consumers from any possibility of harm. In doing this, SUBCONTRACTOR should preserve possible evidence for an investigation if one is to be conducted.
- D. SUBCONTRACTOR must notify TAG of the critical incident and results of any immediate action taken. SUBCONTRACTOR is expected to notify local law enforcement authorities in any situation where there is a potential violation of criminal law.
- E. TAG will determine whether the SUBCONTRACTOR's actions were appropriate and sufficient, and/or whether additional corrective actions are warranted. In investigating a Critical Incident, TAG will determine:
 1. Whether or not client's health, safety, and welfare are adequately protected;
 2. That the response to the situation and event was reasonable and appropriate;
 3. That the SUBCONTRACTOR's procedures and system for responding to such incidents were adequate; and that relevant steps to prevent similar incidents were taken;
 4. That SUBCONTRACTOR and/or its staff or subSUBCONTRACTORS involved in the incident appear to be adequately trained or that additional training needed is to be provided pursuant to the Critical Incident Report.
- F. SUBCONTRACTOR agrees to cooperate with TAG in its investigation of all Critical Incidents, and implement all corrective actions necessary to ensure the

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SECTION V: CONTRACT ANNEXES

PARA #501: CONTRACT ANNEX INCLUSION

This contract includes Annexes as listed below, which are hereto attached:

Annex A	Statement of Work – DHS
Annex B	Fiscal Year Trip Projections and Revenues
Annex C	Subcontractor's Monthly Usage Report
Annex D	Certified or In-Kind Cost Form
Annex E	Criminal History Records Check
Annex F	Certification Regarding Lobbying
Annex G	Debarment Certification
Annex H	HIPAA
Annex I	Immigration and Security Form
Annex J	Notice Concerning Critical Incident Reporting

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IN WITNESS WHEREOF, the parties have hereunto affixed their signatures the day and year first above written.

ANNEX A

SUBCONTRACTOR EXECUTION:

Greg Hogan
Signature – Authorized Person
Greg Hogan, Commissioner
Typed Name and Title
Murray County Gov't.
Typed Name of Agency
11-07-17
Date Signed

TAG EXECUTION:

Barbara F. Hurst
Signature – Chief Executive Officer
Barbara F. Hurst, Chief Executive Officer
Typed Name and Title
Transit Alliance Group, Inc.
Typed Name of Agency
10-10-17
Date Signed

**COORDINATED TRANSPORTATION
The Transit Alliance Group, Inc.**

STATEMENT OF WORK

I. ELIGIBILITY DETERMINATION

1. Eligibility for Coordinated Transportation service is determined through an assessment by the Human Service Provider (HSP). Eligibility criteria vary between the Divisions within DHS; therefore, each HSP will determine whether a consumer is eligible based on their Division's eligibility criteria.
 2. Funding for each Division is limited and cannot be interchanged among Divisions; therefore, a priority list of trips is established by DHS. Funding is used to provide transportation to the services listed as highest priorities first. This priority list determines which trips will be provided contingent upon available funding.
- *Refer to the Eligibility Determination Section of the DHS Coordinated Transportation Manual for a listing of eligibility criteria and the priority list of services by Division. The manual is located on the DHS Website at www.odis.dhs.state.ga.us. Access the Transportation Manual via "Index" – "Administration" – "Support Services" – "1425 Transportation" – "Manual 1425".

II. TRANSPORTATION SERVICE DELIVERY

1. Basic consumer profile information on each subscription and scheduled service passenger will be obtained by the Subcontractor AND will be provided to the drivers for reference in case of an emergency. Dispatchers and Supervisors will also have access to consumer information in case of an emergency. Consumer profiles may include levels of supervision and/or assistance for each consumer.
2. The Subcontractor is responsible for adhering to HIPAA regulations and confidentiality requirements and must ensure that all drivers, dispatchers, and other staff are informed of and trained on these guidelines and regulations and understand the penalties for failure to adhere to them.
3. The Subcontractor will ensure that children or disabled adults *that are designated by the human service provider as requiring high levels of supervision* are not left at destination points without the supervision of an adult. It is the responsibility of the HSP to communicate any special needs to the Subcontractor and to annotate specifically in TRIPS the special needs the consumer, (i.e. consumer cannot be left home alone; consumer has episodic behavioral outbursts, etc.)
4. The Subcontractor and their staff (drivers and dispatchers), Subcontractor and any other staff, shall comply with DHS policies with regard to confidentiality of consumers.
5. The Subcontractor shall inform the HSP and TAG issues with transporting a consumer, whether related to safety, behavior, or other reason.
6. Parents or guardians will be asked to provide child restraint seats appropriate for the child (en't) agent(s). In the event that the parent or guardian does not have the appropriate child safety seat, it will be the responsibility of the operator to provide the safety seat. The Human Service Provider will notify the Subcontractor in advance if a child safety seat is needed when the trip is ordered.
7. The HSP and the Subcontractor will have appropriate IT and internet capability to access and use the DHS TRIPS data entry system of ordering transportation for their consumers. Additionally, the Subcontractor will have an adequate number of dedicated staff to complete TRIPS data entry in a

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timely manner. These staff will receive appropriate DHS training on the use of TRIPS and will ensure that data entry is done timely and accurately.

8. Transportation shall be provided to participating consumers without the collection of any co-payment, unless specifically authorized in writing by TAG/DHS.
9. The Subcontractor will provide sufficient resources (numbers and types of vehicles and drivers) to provide services under this contract.

III. RECEIVING, SCHEDULING, AND PROVIDING TRIPS

1. The Human Service Provider (HSP), authorized by DHS to order services, will determine the DHS consumer's eligibility for service and upon their determination (of eligibility) will enter all pertinent information relative to the consumer and the service requested for the consumer into the TRIPS system. This information includes, but is not limited to, the consumer's name, address, telephone number, emergency contact person and their emergency contact information (telephone number), and trip information into the DHS TRIPS electronic registration and trip ordering system. Trip information will include the consumer's pick up- and drop off locations/addresses, times of pickups, day(s) of week for travel, and any special instructions for the consumer.
2. As stipulated in Section II, Item 2 in this document, it is the responsibility of the HSP to notify the Subcontractor of any pertinent special needs of a consumer and documentation of this must be in TRIPS. It is the responsibility of the Subcontractor to acknowledge the special needs of a consumer as specified by the HSP, the Subcontractor is responsible for communicating with the HSP regarding such. For example, if TRIPS is documented that a consumer cannot be left alone at the residence and the caregiver or designated adult is not present at the residence to receive the consumer when they are dropped off by the Subcontractor, the driver will contact their dispatcher or Supervisor and notify of the issue; the dispatcher or Supervisor will attempt to locate the caregiver. If the caregiver cannot be located or contacted, the HSP will then be contacted by the dispatcher or supervisor. The consumer will be delivered back to the care of the HSP until the consumer's caregiver can be located. **This can be billed as a completed trip by the Subcontractor as the trip was performed.**
3. The Subcontractor will update the TRIPS electronic registration and scheduling system provided by DHS daily verifying each trip they provided or each trip that was a no-show for their monthly billing and reimbursement. This system will be updated by the Subcontractor "daily" and will have all data entry completed by the 2nd workday of the following month. The Subcontractor's invoice will be processed in TRIPS for the previous service month by the 5th workday of the following month. **The Subcontractor will not be reimbursed for trips not entered into the TRIPS system.** DHS reimburses only for trips registered and approved in the TRIPS system.
4. The Subcontractor will monitor the TRIPS system throughout the workday for new, pending trip orders that have been registered by the HSP. It is the responsibility of the Subcontractor to retrieve the pending trips from the TRIPS system and schedule it for service. If a trip request cannot be accommodated, the Subcontractor will notify TAG and the Human Service Provider (HSP) of the problem. Subcontractor will make every effort to provide the requested trip.
5. Trip Requests will be entered into TRIPS by the HSP, at the latest, by noon the day prior to the need for service. Should there be a trip scheduled for next day service by the HSP with less than 24 hour notice, the HSP should call or email the Subcontractor to advise of the trip and see if the Subcontractor can work the trip into the next day's schedule. Every effort should be made by the Subcontractor to work in requests for those trips where less than 24-hour advanced notice is given.
6. Subcontractor will establish a line of communication with each HSP for whom they provide transportation to introduce themselves and exchange contact names, email addresses, and telephone

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numbers for communication. Subcontractor should meet individually with new HSPs when service for the new HSPs consumers is scheduled to begin.

7. TAG /DHS will reimburse for any no-show trips that are scheduled in TRIPS. The Subcontractor is responsible for cancelling ongoing service for a consumer that has had three (3) "consecutive" no-shows. The Subcontractor must notify the HSP of termination of ongoing service for the consumer due to three consecutive no-shows, and it is the responsibility of the HSP to cancel the ongoing trips in the TRIPS system. If the HSP chooses to reinstate service after discussion with the consumer about the no-shows, it is the responsibility of the HSP to re-register the consumer and order new trips. The Subcontractor will be reimbursed for up to three (3) consecutive no-shows. Anything after that will not be reimbursed.
8. Trip cancellations must be at least two hours (120 minutes) prior to the vehicle's scheduled arrival time at the passenger's home or service location. It is the HSP or consumer's responsibility to cancel the trip at least 2 hours in advance or the trip can be billed by the Subcontractor as a no-show. If the AM trip is a no-show, the PM trips must be cancelled, and cannot be billed also as a no-show.
9. Cancelled trips are non-billable trips by the Subcontractor.

IV. TRIP CLASSIFICATION AND REIMBURSEMENT

Reimbursement is made on a per-trip basis and is based on negotiated rates contingent upon the type trip ordered and the service provided. DHS Coordinated Transportation is provided for various agencies operating under the auspices of the DHS with specific funding attached to the service. Funding cannot be interchanged among the various service agencies; therefore, trips must be monitored by the HSP and the Subcontractor to stay within the specified funding allotment. Trips provided by the Subcontractor cannot exceed the stated trip amount or dollar amount as specified in the contract without prior approval by TAG.

Trips must be recorded accurately according to the type trip provided by the Subcontractor. Trips are classified as:

- **Aging**
 - **Core trips** – provided Monday through Friday from 6:00 a.m. through 6:00 p.m.
 - **Group trips** – typically consist of three (3) or more people traveling from the same point of origin to the same destination. Group trips must be pre-arranged by the Human Service Provider with the transportation provider/Subcontractor to ensure availability of a vehicle.
 - Fewer than three people should be classified as individual trips for the purpose of reimbursement.
 - Group trips will be reimbursed according to the schedule listed in Annex F. Group trips are capped at eight (8) hours maximum per trip. Any group trips that are expected to exceed the eight hour maximum must have prior authorization from TAG before the trip is made. Additionally, these trips will be approved by TAG contingent upon the availability of funding.
- **DECS**
 - **Core trips** – provided Monday through Friday from 6:00 a.m. through 6:00 p.m.
 - **Non-Core trips** – 6:01 p.m. through 5:59 a.m. Monday through Friday, weekend trips, and trips greater than 35 miles one-way. (These trips should be tracked for future budgeting purposes.)
 - **No-Show trips** – a trip that is ordered by the HSP and not cancelled and/or the consumer does not utilize the service
- **MIDDAD**
 - **Core trips** – provided Monday through Friday from 6:00 a.m. through 6:00 p.m.
 - **Non-Core trips** – 6:01 p.m. through 5:59 a.m. Monday through Friday, weekend trips, and trips greater than 35 miles one-way (These trips should be tracked for future budgeting purposes.)
 - **No-Show trips** – a trip that is ordered by the HSP and not cancelled and/or the consumer does not utilize the service

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"Special" trips for eligible DHS consumers that do not fall within the above criteria for regular DHS Coordinated Transportation trips will be provided on a case by case basis as approved by TAG and DHS.

Funding is allocated to Subcontractors based on a negotiated per trip cost. Trips and funding should be monitored monthly by the Subcontractor to ensure proper allocation to the end of the fiscal contract year. If the Subcontractor provides more than their projected monthly allocation of trips and consequently overspends their respective funds each month, this could result in Subcontractor in an exhaustion of their funding prior to the end of the fiscal year. If there is no additional funding available to cover the Subcontractor shortfall, it will be the responsibility of the Subcontractor to continue to provide priority trips through the end of the fiscal year without additional reimbursement from DHS and TAG.

It is the discretion of the Subcontractor to provide other additional trips based on other sources of funding they may have available provided that this does not interfere with provision of mandatory DHS funded transportation services.

V. PICK UP AND DELIVERY STANDARDS

The Subcontractor must assure that transportation services are provided which comply with the following minimum pickup and delivery service requirements and which shall be delineated in any applicable transportation service agreements.

1. **Timeliness** is a requirement. The vehicles must be on time for pickup and delivery, unless there are extenuating circumstances beyond the Subcontractors' driver's control. A 95% on-time performance rate is required. A 10-minute pickup and delivery window period will be allowed (10 minutes before pick up time or 10 minutes past pick up time) for the Subcontractor. It is the responsibility of the Subcontractor to notify the HSP and the consumer prior to the scheduled pick up /drop off time if the vehicle will arrive late for any reason for the consumer's pick up/drop off.
2. The driver may arrive up to ten (10) minutes before the scheduled pick-up time; however, a consumer shall not be required to board the vehicle before the scheduled pick-up time. The Subcontractor is not required to wait more than five (5) minutes after the scheduled pick-up time.
3. There should be regular contact persons designated for the HSP and the Subcontractor so that communication can occur should there be last minute cancellations or issues with late pickups or drop offs. In multiple-load situations, the Subcontractor must ensure that no DHS consumer being transported is expected to remain in the vehicle for more than forty-five (45) minutes longer than the consumers average travel time for direct transport from point of pick up to destination.
4. Late arrival by more than 20 minutes will be reported to the dispatcher for the purpose of notifying the Human Service Program/Consumer of the late arrival. Subcontractor must advise scheduled riders of alternate pick up arrangements when required.
5. The Subcontractor will monitor trips to ensure that consumers are picked up and delivered timely. Subcontractor will maintain a tracking log of "untimely" pickups to include an explanation for the untimely arrival/departure.

VI. HOLIDAYS / ADVERSE WEATHER

The Subcontractor shall provide the HSP with a Subcontractor holiday schedule at the beginning of the fiscal year so alternate trip arrangements can be made well in advance of holiday closures. The Subcontractor and the HSPs will work out a schedule that is agreeable to all parties. Notwithstanding, the Subcontractor will need to have transportation services available and operational to accommodate DHS consumers work schedules, etc. during the holiday period. This agreement could be satisfied by the Subcontractor with an approved DHS driver "on-call" for transport of these consumers.

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7. All drivers must have successfully completed the State of Georgia defensive driver training and be familiar with preventative maintenance and record keeping requirements.
8. **All drivers must have current CPR and First Aid certifications and have clean MVR and background checks in order to transport DHS consumers.** Subcontractor will ensure that all drivers and attendants successfully complete and maintain current First Aid and CPR certification. Drivers must be familiar with consumer confidentiality requirements, have an understanding of passenger assistance techniques for proper care and handling of children and disabled and elderly passengers, have an understanding of techniques required for seizures, have proper training on appropriately securing a wheel chair and the passenger, and be familiar with special equipment and use of child safety seats.
9. The Subcontractor will ensure that dispatcher training includes, at a minimum, the following: use of dispatching equipment; grouping of trips for more effective utilization of vehicles and resources; record processing and keeping; knowledge of special needs consumers; and familiarity with consumer confidentiality requirements.
10. The Subcontractor will make available for drivers and dispatchers' sensitivity training prior to service provision in dealing with aged and disabled persons and related safety issues.
11. Subcontractors are encouraged to have all drivers and attendants wear identification badges at all times. It will be the responsibility of the Subcontractor to provide these badges. Badges are to include the following information: employee's full name, title, picture, company name, and company telephone number.

VIV. USE OF DHS VEHICLES

DHS will continue to hold title to any DHS vehicles used by the Subcontractor in the system. If the Subcontractor plans to use the vehicles offered by DHS and human service agencies as a supplement to provide services, the Subcontractor will pick up, take custody of, and be responsible for maintaining vehicles (including preventative maintenance, cleaning, repair, and component replacement as necessary). The vehicles operated under this contract must be maintained in a safe and good mechanical condition. The Subcontractor shall provide the personnel, parts, preventative, and repair maintenance to keep the vehicles clean and in good working order and must maintain the continuity of services. The vehicles will be inspected annually, at a minimum, by TAG and/or DHS, or as otherwise determined necessary by TAG and DHS.

X. GENERAL VEHICLE REQUIREMENTS

All vehicles must meet the following requirements:

- Vehicles interior must be cleaned daily. This includes sweeping the vehicle and removal of any trash left on the vehicle by the consumer. This also includes cleaning the seats and windows. The exterior of the vehicle must be cleaned (washed) weekly. A sign must be placed inside the vehicle informing consumers that eating, drinking, or smoking is not permitted at any time on the vehicle.
- The transportation provider must provide a reliable means of communication between their driver(s) and Dispatch. Pagers are not an acceptable substitute. A driver or vehicle that does not have appropriate communication must be placed out-of-service until this is resolved.
- All vehicles must be equipped with adequate heating and air conditioning for drivers and passengers. Any vehicle with a non-functioning climate control system must be placed out-of-service until appropriate corrective action is taken.

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Transportation services may be temporarily disrupted during periods of inclement weather when the provisions of services would involve danger to DHS consumers, family members and employees. Subcontractor will notify the HSP, DHS consumers and/or family members as soon as possible in the event of a disruption of service due to weather.

VII. SUSPENSION OF OR DENIAL OF SERVICE

The Subcontractor must notify DHS and TAG if they intend to suspend or terminate transportation service for a consumer due to disruptive behavior on the vehicle.

Continued service may be suspended or denied by the Subcontractor for a consumer who:

- Exhibits uncooperative behavior or misuses/abuses the transportation services;
- Is repeatedly (three times) not ready to board or refuses to board the transport five (5) minutes after the scheduled pick-up time; or
- The consumer refuses to wear a seatbelt, or refuses to stay in their seat during transport.

The Driver must complete an Incident Report and submit it to their Supervisor. The Subcontractor must notify the HSP of the behavioral issues exhibited by the consumer. It is the responsibility of the HSP to contact the consumer's caregiver to discuss the consumer's behavior. If the behavior is not corrected, then the Subcontractor must provide notice in writing to the HSP and TAG the proposed consumer to be suspended from transportation or terminated from transportation altogether due to behavioral issues deemed inappropriate for transportation. The Subcontractor must provide "in writing" the specific reason for denial or termination.

Unless the behavior causes a threat to the driver, consumer, or other passengers, the Subcontractor must provide advance notice of termination of service by notifying the HSP and Consumer's Caregiver at least 5 days in advance of the suspension or termination of service to allow them to make other arrangements. If the behavior is egregious, then termination will be immediate following notification of the HSP, TAG, and DHS.

VIII. DRIVER REQUIREMENTS

1. The drivers must accept all individually authorized trip requests relayed to him/her by the dispatcher. There shall be no right of refusal, given vehicle availability (except the passenger maximum load factor or any consideration other than verifiable catastrophic mechanical failure of the vehicles in the fleet.)
2. Driver will offer assistance or will assist passengers as needed and/or requested to board and depart from the vehicles. Driver will secure all wheelchairs, and verify that all passengers are secured in the seats by seat belts.
3. Driver will verify that all passengers are secured in seat belts and/or shoulder harnesses prior to movement of the vehicle. If a passenger refuses to wear a seat belt or shoulder harness following a request from the driver to do such, driver must radio or call Dispatch to advise their Supervisor and request additional instruction.
4. Drivers will confirm that their passengers are safely inside their residence or other intended destination prior to vehicle departure.
5. For those passengers identified by the HSP as requiring adult supervision, drivers will verify, prior to vehicle departure, that passengers have adult supervision.
6. Drivers and passengers will refrain from smoking, eating, and drinking while in the vehicles.

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- All vehicles must have functioning and accessible seat belts (and shoulder harnesses for wheel chair passengers) for each passenger seat position. All vehicles transporting wheel chairs must be equipped with 4-point tie downs and appropriate straps for securing wheel chairs during transport. At no time will seat belt extensions be used in place of tie downs. Each vehicle must utilize child safety seats when transporting children under age five (5). Each vehicle shall have at least two (2) seat belt extensions provided. Additionally, each vehicle shall be equipped with seat belt cutters(s), mounted above the driver's door, for use in emergency situations.
- All vehicles must have a functioning speedometer and odometer.
- All vehicles must have functioning interior light(s).
- All vehicles must have adequate sidewall padding and ceiling coverings.
- All vehicles must have two exterior rear view mirrors, one on each side of the vehicle.
- All vehicles must be equipped with an interior mirror that shall be either clear-viewed laminated glass or clear-view glass bonded to the back that returns the glass in the event of breakage. This interior mirror shall be for monitoring the passenger compartment.
- The vehicle's interior and exterior must be clean and have exterior free of broken mirrors and windows, excessive grime, rust, chipped paint, or major dents that detract from the overall appearance of the vehicle.
- The vehicle must have passenger compartments that are clean, free from torn upholstery or floor covering, damaged or broken seats, and protruding sharp edges and shall be free of dirt, oil, grease, or litter. Passenger seat belts must be clean and free of dirt, oil, stains, etc.
- The vehicle floor must be covered with commercial anti-skid, ribbed rubber flooring or carpeting. Ribbing shall not interfere with wheelchair movement between the lift and the wheelchair positions.
- All vehicles must include a vehicle information packet to be stored in the driver compartment. This packet should include:
 - ☐ Vehicle registration;
 - ☐ Insurance card; and
 - ☐ Accident procedures and forms.

XI. WHEELCHAIR VAN REQUIREMENTS

At no time will a consumer using a wheelchair be unsecured during transport. The consumer must use the required lap belt and shoulder harness, and the wheelchair must be secured using the 4-point wheelchair restraints.

All vehicles used to transport wheelchair passengers must, at a minimum, meet the following ADA requirements:

1. Maintain a floor-to-ceiling height clearance of at least fifty-six (56) inches in the passenger compartment and a minimum clear door opening of thirty (30) inches wide. The door threshold shall have no lip or protrusion of more than ½ inch. The door shall be equipped with straps or locking devices to hold the door open when the lift is in use.
2. Have an engine-wheelchair lift interlock system that requires the vehicle's transmission to be placed in park and emergency brake engaged to prevent vehicle movement when the lift is deployed.

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- Must have a wheelchair lift – a hydraulically or electric powered wheelchair lift mounted so as not to impair the structural integrity of the vehicle that meets the following specifications:

For each wheelchair position, a wheelchair tie down device will be provided and will:

- Be placed as near to the accessible entrance as practical, providing clear floor area of 30 inches by 48 inches. Up to six (6) inches may be under another seat if there is nine (9) inches height clearance from the floor. All wheelchairs shall be facing forward.
- Be tested to meet a 30 M.P.H. /20 gm standard.
- Securely restrain the wheelchair transport from movement forward, backward, lateral, and overturning movements in excess of two (2) inches;
- Be adjustable to accommodate all wheel bases, tiers (including pneumatic) and motorized wheelchairs;
- Be a lock system, belt system, or both and acceptable to DHS; and
- Provide seat belts and/or shoulder harnesses that are attached to the floor or the side-wall of the vehicle, which shall be capable of securing both the passenger and the wheelchair.

XII. VEHICLE SAFETY

- A basic first aid kit will be kept on each vehicle. This kit must be stocked at all times with essential first aid items, and these items replaced periodically to ensure cleanliness and sterility.
- A workable multi-purpose dry chemical fire extinguisher for use on Class A, B, and C fires must be on board each vehicle at all times. Extinguishers must be mounted in a bracket readily accessible to the driver. Extinguishers must be inspected annually and have current inspection labels.
- Drivers must wear seat belts whenever they operate a motor vehicle. Drivers must ensure that other occupants employ appropriate restraints at all times.
- Vehicles will be free of hazardous debris or unsecured items and will be operated within the manufacturer's safe operating standards at all times.
- The engine is to be turned off, and the key removed whenever the driver leaves the vehicle.
- Vehicle equipment, such as wheelchair lift attachments, must be secured at all times.

XIII. PASSENGER SAFETY

- Passengers must wear seat belts whenever the vehicle is being operated.
- Passenger occupancy will not exceed the vehicle manufacturer's approved seating capacity.
- Vehicles will be parked or stopped so passengers will not be forced to cross streets.
- An approved child safety seat or other specifically adapted seating appropriate to the age and size of the child must be used when transporting children.
- Vehicles will be unoccupied during fueling and/or refueling. At no time will this be done while passengers are on board.

XIV. VEHICLE INSURANCE COVERAGE

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- TAG will contact the DHS Regional Transportation Office to report any incidents.
 - DHS Regional Transportation Office will convene the TRT before the next scheduled trip. If this cannot be accomplished, transportation for the consumer exhibiting the behavior will be temporarily suspended until resolved. The TRT, by consensus, will develop a Corrective Action Plan/Crisis Avoidance Plan before the next scheduled trip or within 48 hours of incident.
 - Corrective Action Plan/Crisis Avoidance Plan and decisions of the TRT are immediately disseminated to all parties involved including the consumer and/or consumer's family or guardian.
 - Status report from the human service provider and transportation provider should be submitted to the Regional Transportation Office within 10 days after the incident.
 - Category II** – Any serious conduct or behavior that must be addressed before the next regularly scheduled trip takes place or within 48 hours. This includes, but is not limited to, acute non-emergency medical situations, fighting, self-mutilation/injury, aggressive behavior, indecent exposure or seemingly serious suicide threats. Transportation may be suspended until the TRT can review and make recommendations regarding the consumer's continued transport.
- Procedures**
- The driver should contact the Dispatcher. A Transportation supervisor/dispatcher should immediately contact the human service provider by phone.
 - Transportation agency contacts TAG and TAG will contact the DHS Regional Transportation Office about the incident.
 - The DHS Regional Transportation Office convenes the TRT before the next scheduled trip.
 - The TRT by consensus will develop a Correction Action Plan/Crisis Avoidance Plan before the next scheduled trip.
 - Corrective Action Plan/Crisis Avoidance Plan and decisions of the TRT are disseminated to all parties involved immediately including the consumer and/or family.
 - Status report from the human service provider and transportation provider should be submitted to the Regional Transportation Office within 10 days after the incident.
- Category III** – Any disruptive or unsafe behavior any disruptive or unsafe behavior on the vehicle that has the potential of placing consumers at risk will be considered in this category. This may be a behavior that a rider exhibits only occasionally but which should be addressed for the safety of all the riders. This behavior may not pose immediate danger but if continued may cause extreme discomfort to other riders. Examples include, but are not limited to, refusal to stay seated, vulgar or suggestive language, unlocking seat belts, loud music, bullying/harassment, and distracting the driver. This level will be addressed by the human service provider and transportation provider. A mutually agreed upon Corrective Action Plan/Crisis Avoidance Plan must be in place within 48 hours of the occurrence. Transportation services will continue while a plan is being developed.

Procedures

- Driver should contact the dispatcher and complete an Incident Report.
- Dispatcher should contact the human service provider by telephone and fax an Incident Report to the human service provider.
- Develop a mutually agreed upon Correction Action Plan/Crisis Avoidance Plan.

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Unless otherwise specifically required, the Subcontractor must maintain vehicle liability insurance coverage and general vehicle liability coverage as outlined in PARA #204 Liability Coverage of this Contract.

XV. ACCIDENT REPORTING

The Subcontractor will immediately report any accidents that occur while delivering services. The Subcontractor will report the accident to TAG and the human service provider immediately. TAG will notify DHS within one (1) hour of the occurrence, or if the offices are closed, by 9:00 a.m. the next business day, unless otherwise mutually agreed. An initial written incident/accident report, completed by the Contractor, must be forwarded to TAG by the next business day. A copy of the investigating officer's accident report must be forwarded to TAG within five (5) business days from the date of the accident. All scheduled consumers not yet on board should be notified of delay and/or alternate transportation arrangements. The Subcontractor shall maintain copies of each accident report in the files of both the vehicle and the driver.

XVI. COMPLAINT PROCESSING

The Subcontractor shall be responsible for recording and responding to complaints with regard to the delivery of services which will include complaints by consumers, HSPs, or any individual or group who contracts with the Subcontractor. Informal complaints will be made by the HSP directly to the Subcontractor via fax or email. The Subcontractor will work with the HSP to resolve the complaint, and will provide a copy of the complaint and their resolution to TAG. If complaints are made via telephone, the Subcontractor and/or HSP will follow up with a fax or email confirming the complaint and the resolution with a copy to TAG. Informal complaints will be addressed and/or resolved within 24 hours of receipt of the complaint by the Subcontractor. If the complaint is not resolved within 24 hours, the HSP must complete and file a Formal Complaint with the Subcontractor and TAG. The Subcontractor will maintain a log of complaints and provide a copy of the monthly complaint log to TAG. Customer evaluations will be conducted by the TAG and DHS annually, at a minimum. These evaluations may be sent to the HSP, consumers receiving transportation, and other division staff for input on transportation services.

XVII. BEHAVIOR INCIDENT PROCEDURES

Any conduct/action by a consumer, as determined by the transportation provider, that places himself/herself or other consumers at risk while being transported by the DHS Coordinated Transportation System will be subject to review. The following describes procedure for dealing with different categories of behavioral incidents.

- Category I** – Behavior or actions so serious that immediate assistance or intervention by police or other authorities is required. This includes, but is not limited to, suicide gestures/attempt, physical or sexual assaults, violent threats, weapon possession, homicidal behavior, medical emergencies, or fleeing the vehicle. Transportation is immediately suspended pending review by the DHS Transportation Review Team (TRT). The Transportation Review Team is comprised of a representative from each of the following agencies: TAG, human service provider, transportation provider, DHS Regional Transportation Coordinator and the Division's Regional Manager. A Corrective Action Plan/Crisis Avoidance Plan will be developed by the TRT and the TRT on an individual basis.

Procedures:

- Driver should contact emergency personnel as needed.
- The Driver should then contact the Dispatcher. A Transportation supervisor/dispatcher should immediately contact the human service provider or appropriate contact person by phone.

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- Fax copies of the Incident Report and Corrective Action Plan/Crisis Avoidance Plan to TAG. TAG will submit this to the DHS Regional Manager, and the Regional Transportation Office within 48 hours of the time the plan is developed.
- Status report from the human service provider and transportation provider should be submitted to the TAG and the DHS Regional Transportation Office within 10 business days after the incident.

XVIII. BILLING AND RECORD KEEPING

DHS no longer reimburses from the previous paper invoices submitted by Subcontractors. The Subcontractor must use the TRIPS system to accurately document and update any trips for which reimbursement is requested. TAG and DHS will not reimburse for any trips not processed in the TRIPS system; therefore, it is imperative that daily data entry and updates are performed (in TRIPS) by the Subcontractor to maintain accurate records.

Record keeping and billing will be done as follows.

- Daily maintenance and monitoring of the DHS TRIPS transportation system by the Subcontractor for new trips or changes/cancellations to previously registered trips.
- Daily data entry and processing of trips in the TRIPS system as trips are provided, no-show, or cancelled.
- Submission of an electronic billing summary on a monthly basis **due no later than the fifth (5th) work day of the month**. This billing summary will include:
 - Subcontractors Invoice Backup Report for the appropriate service month; and
 - Subcontractors Invoice Summary listing the trips provided (by Subcontractor) during the service month. (The instructions are on page 15 of the TRIPS Subcontractor Training Manual.)
- Export these reports from TRIPS to an Excel spreadsheet and save them as Excel documents. Key in the appropriate trip rate(s) for each service you provide, and verify that all amounts on the Subcontractor invoice are correct. Be sure to use the correct start and end date for the month.
- Monthly invoice information must be submitted by the 5th workday of the month following the service month.
- Submission of a Certified Cost Form to validate match dollars applicable to state/federal aging dollars
- Submission of a Monthly Usage Report to verify the number of vehicles used and the number of drivers used during the service month, the number of hours worked, and the number of miles traveled (in the service month).

The Certified Cost Form and Monthly Usage report will be scanned and emailed to TAG along with the monthly reimbursement report and invoice.

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Annex B

Murray Transit Projected FY18 Trips and Revenue	FY18 Projected Trips (July 1, 2017 - June 30, 2018)	TPO Trip Rates	Projected TPO Payment
DFCS/TANF			
Murray DFCS	50	\$10.35	\$517.50
No Shows	0	\$5.00	\$0.00
Total DFCS/TANF Trips	50		\$517.50
DBHDD			
Cross Plains	684	\$8.00	\$5,472.00
HR Bridgeway	63	\$8.00	\$504.00
Murray Transit - MCDC	7,011	\$8.00	\$56,088.00
MCDC Subcontract (150 trips)	4,200	\$8.00	\$33,600.00
Total MHDD/IARC Trips	11,958		\$95,664.00
VOCATIONAL REHABILITATION (GVRA)			
Murray County Voc Rehab	71	\$8.00	\$568.00
No Shows	0	\$5.00	\$0.00
Total DFCS/TANF Trips	71		\$568.00
Total Sum of all DHS Transportation Trips	12,079		\$96,749.50

The trip totals listed above are best estimates as they are based on the projected availability of funding per fund source and per fiscal year. Trip numbers or monies cannot be interchanged between fund sources. These numbers should be used for budget projections only as they could change during the fiscal year.

Annex C

Murray Transit

DHS Monthly Trip, Mile, and Hour Analysis

Contractor: _____

Month of Service: _____

Total Transport Miles:

Total Transport Hours:

Total # of Drivers:

Total # of Vehicles:

Non-DHS Trips

DOT Trips	DCH Trips	Other Trips	Total Non-DHS
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

DHS Trip Total

ANNEX D

Georgia Department of Human Resources
REPORT OF CERTIFIED OR IN-KIND COST
Coordinated Transportation

SECTION I COMPLETED BY CONTRACTOR

For the period of _____ (dates covered)

Name and Address of Provider of Certified or In-Kind Costs:

Specify Type of Certified Costs:

____ Non-Cash Match ____ In-Kind Match

Title of Program: Aging Trips - SSBG (12%) & Title III (10%)

Costs Detail

Total Cost: \$ _____

A. Personnel (attach continuation, if needed)

NAME	TITLE	SALARY	FRINGE BENEFITS	% TIME	APPLICABLE AMOUNT

B. Other Costs (attach continuation, if needed)

I, the undersigned, hereby certify that the above certified or in-kind match costs have been provided/received in compliance with the requirements and conditions of the applicable federal program. I further certify that my office has available a set of accounting records relative to these certified costs that specifically identifies each specific detailed transaction directly to this federal program and that these records are available for DHR or federal auditors review.

Date: _____ Signature: _____

Title: _____

SECTION II TO BE COMPLETED BY PROGRAM STAFF, DHR

Organization Code: _____ Project Code: _____

Date: _____ Fund Source: _____

Title: _____

Annex E

Criminal History
Record ChecksPolicy #504
Attachment #2GEORGIA CRIME INFORMATION CENTER
AWARENESS STATEMENT

Access to Criminal Justice Information, as defined in GCIC Council Rule 140-1-.02 (amended), and dissemination of such information are governed by State and Federal laws and by GCIC Council Rules. Criminal Justice Information cannot be accessed or disseminated by any employee except as directed by superiors and as authorized by approved standard operating procedures which are based on controlling State and Federal laws, relevant Federal regulations, and the Rules of the GCIC Council.

O.C.G.A. § 35-3-38 establishes criminal penalties for specific offenses involving obtaining, using, or disseminating criminal history record information except as permitted by law. The same statute establishes criminal penalties for disclosing or attempting to disclose techniques or methods employed to ensure the security and privacy of information or data contained in Georgia criminal justice information systems.

The Georgia Computer Systems Protection Act (O.C.G.A. § 16-9-90 et seq.) was enacted to provide statutory protection for public sector and private sector computer systems, including communications links to such computer systems. The Act establishes major felony penalties for four criminal offenses: Computer Theft, Computer Trespass, Computer Invasion of Privacy, and Computer Forgery. The Act defines each of the felonies in broad terms. The criminal penalties for each offense include maximum sentences of confinement for 15 years, fines up to \$50,000.00, and civil penalties. The Act also establishes Computer Password Disclosure as a criminal offense with penalties of confinement for not more than one year and a fine up to \$5,000.00, or both.

These above-cited statutes have broad application in Georgia, to private citizens, to public officials, and to employees of governmental agencies. The Georgia Criminal Justice Information System Network, operated by the Georgia Crime Information Center in compliance with O.C.G.A. § 35-3-31, and all of the data bases accessible via Network terminals, are protected by the Computer Systems Protection Act. Similar communications and computer systems operated by municipal/county governments are also protected by the Act.

By my signature below, I acknowledge that I have read this Awareness Statement.

Signed: Greg Hogan Date: 11-07-17Name (Please Print): Greg Hogan Position Title: CommissionerWitnessed: Johnny Parker Date: 11-07-17Form #504-2
Required by GCIC Rules

Published 3/1/03

ANNEX F

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By [Signature]
(Signature of Official Authorized to Sign)

Date 11-07-17

Annex G

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative [Signature] Greg Hogen, Commissioner 11-07-17
Signature Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from participation in this transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone 202/45-0729).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Annex H

HIPAA BUSINESS ASSOCIATE AGREEMENT
TRANSIT ALLIANCE GROUP, INC.

This Business Associate Agreement (hereinafter referred to as "Agreement"), effective the day and year first written above, is made and entered into by and between the Transit Alliance Group, Inc. (hereinafter referred to as "TAG") and the Contractor (hereinafter referred to as "Business Associate").

WHEREAS, TAG is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), to obtain satisfactory assurances that its Business Associates will provide appropriate safeguards of Protected Health Information ("PHI") that a business associate may receive or create on behalf of TAG or the Georgia Department of Human Services (DHS), pursuant to this Contract and to document those assurances by entering into Business Associate Agreements with certain entities that provide functions, activities, or services involving the use of PHI;

WHEREAS, Business Associate may provide functions, activities, or services involving the use of PHI;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TAG, and Business Associate (each individually a "Party" and collectively the "Parties") hereby agree as follows:

- A. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, published as the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Parts 160 and 164 ("Privacy Rule").
- B. Except as limited in this Agreement, Business Associate may use or disclose PHI only to extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule if done by TAG and/or DHS.
- C. Unless otherwise required by Law, Business Associate agrees:
 1. That it will not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement or as required by law.
 2. To establish, maintain and use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
 3. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
 4. That its agents or subbusiness Associates are subject to the same obligations that apply to Business Associate under this Agreement and Business Associate agrees to ensure its agents or subbusiness Associates comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI, that are applicable to Business Associate under this Agreement.
 5. To report to TAG and DHS any use or disclosure of PHI that is not provided for by this Agreement of which it becomes aware. Business Associate agrees to make such report to TAG and DHS in writing in such form as TAG may require within twenty-four (24) hours after Business Associate becomes aware.
 6. To make any amendment(s) to PHI in a Designated Record Set that TAG or DHS directs or agrees to pursuant to 45 CFR 164.526 at the request of TAG and/or DHS or an Individual, within five (5) business days after request of TAG, DHS or of the Individual. Business Associate also agrees to provide TAG and/or DHS with written confirmation of the amendment in such format and within such time as TAG and/or DHS may require.
 7. To provide access to PHI in a Designated Record Set to TAG or DHS upon request, within five (5) business days after such request, or, as directed by TAG or DHS, to an Individual. Business Associate

also agrees to provide TAG and/or DHS with written confirmation that access has been granted in such format and within such time as TAG or DHS may require.

8. To give TAG, DHS, the Secretary of the U. S. Department of Health and Human Services (the "Secretary") or their designees access to Business Associate's books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of TAG within five (5) business days after TAG, DHS, the Secretary or their designees request such access or otherwise as TAG, DHS, the Secretary or their designees may require. Business Associate also agrees to make such information available for review, inspection and copying by TAG, DHS, the Secretary or their designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to TAG, DHS, the Secretary or their designees in such form, format or manner as TAG, DHS, the Secretary or their designees may require.
9. To document all disclosures of PHI and information related to such disclosures as would be required for TAG and/or DHS to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with the requirements of the Privacy Rule.
10. To provide to TAG and/or DHS or to an individual, information collected in accordance with Section 3.1 of this Agreement, above, to permit TAG and/or DHS to respond to a request by an Individual for an accounting of disclosures of PHI as provided in the Privacy Rule.
- D. Unless otherwise required by Law, TAG agrees:
 1. That it will notify Business Associate of any new limitation in TAG and/or DHS's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if, and to the extent that, TAG determines in the exercise of its sole discretion that such limitation will affect Business Associate's use or disclosure of PHI.
 2. That it will notify Business Associate of any change in, or revocation of, permission by an Individual for TAG and/or DHS to use or disclose PHI to the extent that TAG determines in the exercise of its sole discretion that such change or revocation will affect Business Associate's use or disclosure of PHI.
 3. That it will notify Business Associate of any restriction regarding its use or disclosure of PHI that TAG has agreed to in accordance with the Privacy Rule if, and to the extent that, TAG determines in the exercise of its sole discretion that such restriction will affect Business Associate's use or disclosure of PHI.
- E. The Term of this Agreement shall commence on the day and year first written above, and shall terminate when all of the PHI provided by TAG and/or DHS to Business Associate, or created or received by Business Associate on behalf of TAG and/or DHS, is destroyed or returned to TAG and/or DHS, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Annex.
 1. Termination for Cause. Upon TAG's knowledge of a material breach by Business Associate, TAG shall either:
 - a. Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Association does not cure the breach or end the violation within the time specified by TAG;
 - b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - c. If neither termination nor cure is feasible, TAG shall report the violation to the DHS.
 2. Effect of Termination.
 - a. Except as provided in paragraph (A) (2) of this Section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from TAG and/or DHS, or created or received by Business Associate on behalf of TAG and/or DHS. This provision shall apply to PHI that is in the possession of subbusiness Associates or agents of Business Associate. Neither Business Associate nor its agents nor subbusiness Associates shall retain copies of the PHI.
 - b. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall send TAG detailed written notice of the specific reasons why it believes such return or destruction is not feasible and the factual basis for such determination, including the

IMMIGRATION AND SECURITY

- existence of any conditions or circumstances which make such return or disclosure infeasible. If TAG determines, in the exercise of its sole discretion, that the return or destruction of such PHI is not feasible, Business Associate agrees that it will limit its further use or disclosure of PHI only to those purposes TAG may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional action as TAG may require for the protection of patient privacy or the safeguarding, security and protection of such PHI.
- c. If neither termination nor cure is feasible, TAG shall report the violation to the DHS.
- d. Section E.2 of this Agreement, regarding the effect of termination or expiration, shall survive the termination of this Agreement.
- F. Interpretation. Any ambiguity in this Agreement shall be resolved to permit TAG to comply with applicable state and federal laws, rules and regulations, and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the DHS, provided that applicable federal laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of PHI than those of HIPAA and its Privacy Rule.

All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Annex, shall remain in full force and effect. The undersigned Business Associate agrees, by signing this Agreement below, that it will comply with all provisions of HIPAA and the federal "Standards for Privacy of Individually Identifiable Health Information" promulgated thereunder at 45 CFR Parts 160 and 164, and that it assures to TAG that it will provide appropriate safeguards of Protected Health Information ("PHI") as an entity that provides functions, activities, or services involving the use of PHI.

Murray Transit (Subcontractor)


Signature - Authorized Person

Greg Hogan, Commissioner
Typed Name and Title

11-07-17
Date Signed

Transit Alliance Group, Inc. (Contractor)


Signature - Authorized Person

Barbara F. Hurst, President/CEO
Typed Name and Title

11-07-17
Date Signed

- A. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D. L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et seq., Contractor must initial one of the sections below:

Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D. L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhr.com/EmployeeRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et seq.

Contract has 100-499 employees and Contractor warrants that no later than July 1, 2008, Contractor will register at <https://www.vis-dhr.com/EmployeeRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D. L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et seq.

Contractor has 99 or fewer employees and Contractor warrants that no later than July, 2009, Contractor will register at <https://www.vis-dhr.com/EmployeeRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D. L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et seq.

- B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.


Signature

Commissioner
Title

Subcontractor Name: Murray Transit

Street/Mailing Address: P. O. Box 1129

City, State, Zip Code: Chatsworth, GA 30705

Telephone Number: (770) 748-3220

Email Address: murraytransit@yahoo.com

ANNEX J

NOTICE CONCERNING CRITICAL INCIDENT REPORTING

Georgia Department of Human Services (DHS) requires that its contractors/service providers make every reasonable effort to ensure the safety of the individuals served through its programs.

To report an incident or situation that you feel may lead to serious injury or death of a DHS client or consumer, please contact the Transit Alliance Group, Inc. The Transit Alliance Group will notify the DHS of the incident and the action taken to resolve the issue.

Barbara F. Hurst, President/CEO
Telephone: (706) 971-3221
Email: barbarahurst@transitag.org

or

Diana Smith, Vice-President/Director of Operations
Telephone: (706) 971-3221
Email: dianasmith@transitag.org

or

Stephanie Dotson, Operations & Compliance Manager
Telephone: (706) 971-3221
Email: stephaniedotson@transitag.org

Fax: (706) 971-3316

E. Capital Purchase: 1998 Marion fire truck from Randall Brackett Fire Truck for the MCFD, \$51,500, paid from SPLOST Funds (documents are stored in 2017 Auxiliary Files)

Randall Brackett Fire Truck Repair

brackettsfiretruck@gmail.com

770-630-7884

PO BOX 36

Dallas GA 30132

Invoice

Date	Invoice #
10/5/2017	2555

Bill To
Murray County Fire Department Chris Butler

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
1	1998 Marion Fire Truck ODO: 5,489 VIN# 44KFT4280WWZ18679	51,500.00	51,500.00
Total			\$51,500.00

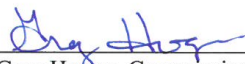
F. *Appointments: Edward Dunn, David McDaniel and Heath Harrison to the Murray County Land Use Planning Commission (documents are stored in 2017 Auxiliary Files)*

Murray County Land Use Planning Commission

Georgia, Murray County

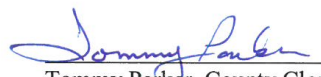
Board Reappointment

	<u>Term</u>	<u>Date Appointed</u>
Mr. Edward Dunn	Aug. 5, 2017 – Aug. 4, 2021	Nov. 7, 2017



Greg Hogan, Commissioner
Murray County, Georgia

Attest:



Tommy Parker, County Clerk
Murray County Georgia

Murray County Land Use Planning Commission

Georgia, Murray County

Board Reappointment

	<u>Term</u>	<u>Date Appointed</u>
Mr. David McDaniel	Aug. 5, 2017 – Aug. 4, 2021	Nov. 7, 2017



Greg Hogan, Commissioner
Murray County, Georgia

Attest:



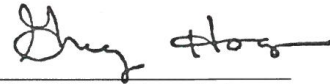
Tommy Parker, County Clerk
Murray County Georgia

Murray County Land Use Planning Commission

Georgia, Murray County

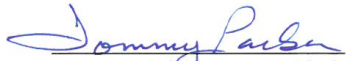
Board Re Appointment

	<u>Term</u>	<u>Date Appointed</u>
Mr. Heath Harrison	Aug. 6, 2015 – Aug. 5, 2019 (To fill the unexpired term of Steve Anglea)	Nov. 7, 2017



Greg Hogan, Commissioner
Murray County, Georgia

Attest:



Tommy Parker, County Clerk
Murray County Georgia

G. Appointment: Doug Douthitt to the NW GA Region 1 EMS Council (documents are stored in 2017 Auxiliary Files)

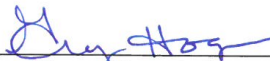
Northwest Georgia Region One EMS Council

Georgia, Murray County

Appointment:


Mr. Doug Douthitt
707 Old Ellijay Rd
Chatsworth, Ga. 30705

<u>Date Appointed</u>	<u>Term</u>
December 16, 2018	Jan. 1, 2018 - Dec. 31, 2019



Greg Hogan, Commissioner
Murray County, Georgia

Attest:



Tommy Parker, County Clerk
Murray County Georgia



October 31, 2017

Dear Commissioner Hogan

The term of one of the current representatives from Murray County on the Northwest Georgia Region 1 Emergency Medical Services Council will expire on January 25, 2018. The positions are not automatically renewed and require a renewal or replacement decision from you.

The current representative whose term is expiring is Mr. Doug Douhtitt.

Their attendance record for the last two years is 0 absences from a total of 8 meetings (a 100% attendance record).

Please let us know about your decision by December 31, 2017 by completing the attached nomination letter. Your options are:

1. Reappoint Mr. Douhtitt for another 2 yr. term ending in January 2020.
2. Appoint a new representative and send us his/her contact information for a term ending in January 2020.

Appointments not received by January 15, 2018 will result in an appointee for your county being made by the Council Chair per the Council By-Laws

You may mail or email your decision to the following address:

David T. Foster III, MLS, Paramedic
Regional Director
Region 1 Office of EMS & Trauma
1309 Redmond Road
Rome, GA 30165
david.foster@dph.ga.gov

If you have any question you may contact Mr. Foster at 706-295-6176 or 404-989-4231.

Sincerely,

Danny West, NRP, Council Chair

_____ (Date)

To the Northwest Georgia Region 1 Emergency Medical Services Council,

On Behalf of **Murray County**, I/we nominate _____ to serve on the Northwest Georgia Region 1 Emergency Medical Services Council to fill the upcoming term **-January 2018-January 2020** for our county. I also understand that the position is not automatically renewed and requires a renewal or replacement decision from said county before the end of the term.

I/We understand my/our decision must be received by December 31, 2017 so you can notify the new representative of their requirement to attend the January 2018 meeting and the locations of said meeting.

_____ (please type or print name clearly)

Commissioner Representative

_____ (signature) _____ (date)

Please provide the following information for your representative:

Mailing Address _____ -City _____ State _____ Zip _____

Email address _____ Phone Number _____

Please mail or email your decision to the following address:

David T. Foster III, MLS, Paramedic
Regional Director
Region 1 Office of EMS & Trauma
1309 Redmond Road
Rome, GA 30165
david.foster@dph.ga.gov

If you have any questions you may contact Mr. Foster at 706-295-6176 or 404-989-4231(cell)

ADJOURNMENT:

Executed this 7th day of November 2017

ATTEST:

Tommy Parker, County Clerk

Greg Hogan, Commissioner

In Attendance: Greg Hogan, Tommy Parker, Edward Dunn, Lewis Flood