



Lumpkin County, Georgia

Senior Center

Date: June 11, 2015

Agenda Item: Deanna, Inc. (dba T & T Transportation) DHS Coordinated Transportation SFY 2016 – Contract for Congregate Meal Transportation **NOTE: This contract was received by email on 6/11/15 at 12:53 pm**

Item Description: RENEWAL – For SFY 2016 (July, 2015 – June, 2016) Lumpkin County Board of Commissioners will enter into a contract with Deanna, Inc.(dba T & T Transportation, Inc.) for congregate meal transportation.

Facts & Historical Information:

Until June 30, 2013 Legacy Link, Inc. provided federal and state funds to Lumpkin County to enable the Senior Center to operate a bus for transporting seniors to and from the center for the congregate nutrition and activity programs. Additionally, these funds allowed for taking congregate participants on off-site trips, to shopping, errands and medical appointments.

Effective July 1, 2013 the Georgia Department of Human Services (GADHS) began funding congregate transportation with funds designated for Coordinated Transportation. GADHS contracted with the Georgia Mountains Regional Commission (GMRC) to provide Coordinated Transportation Services. Deanna, Inc. (dba T&T Transportation) is the vendor selected by the GMRC to administer the funds.

For SFY 2016 (July 1, 2015 – June 30, 2016), Lumpkin County Board of Commissioners will enter into a contract with Deanna, Inc. (dba T&T Transportation) for the Lumpkin County Senior Center to provide congregate transportation.

Lumpkin County Senior Center is contracting to provide 5,077 Units (Trips) with the total funding being \$33,000.00.

Potential Courses of Action:

- A. Submit an approved and signed contract.
- B. Do not submit an approved and signed contract.

Comparison:

If Course A is chosen, the congregate transportation service will continue to be provided to senior residents of Lumpkin County for the period July 1, 2015 through June 30, 2016.

If Course B is chosen, Lumpkin County congregate transportation service will be suspended at the end of the current funding cycle (June 30, 2015).

Recommendation:

It is recommended that the county submit the signed contract. Funds to provide congregate transportation are necessary for many citizens who would otherwise have no alternative transportation to attend the Senior Center.

Budget Impact:

There will be a positive impact to the budget as there is no required match with these funds except for a small local share that will be less than \$1,000.

SECTION ONE – ADMINISTRATIVE INFORMATION

Contract Period – Beginning on July 1, 2015 and ending on June 30, 2016.

BETWEEN

Deanna, Inc. (d.b.a T & T Transportation), (Vendor selected by the Georgia Mountains Regional Commission), hereafter referred to as the **Vendor**

AND

The Lumpkin County Senior Center (Provider of Elderly Transportation), hereafter referred to as the **Provider**

FUNDING INFORMATION

TOTAL UNITS (TRIPS) **5,077**

TOTAL FUNDING OBLIGATIONS – **\$33,000.00**

MONTHLY PAYMENT X – Payments shall be made monthly and within 14 days of receipt of coordinated transportation payment

SECTION TWO

DHS COORDINATED TRANSPORTATION CONTRACT FOR SERVICES

THIS CONTRACT, entered into as of the 30th day of June 2015, by and between the

Lumpkin County Senior Center,

(hereinafter referred to as “PROVIDER”)

and the

Deanna, Inc. (d.b.a T & T Transportation),

(hereinafter referred to as “Vendor”).

WITNESSETH THAT:

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

**SECTION THREE
TERMS AND PAYMENT**

- 1) Term and Time of Performance. The term of this contract runs from July 1, 2015 through June 30, 2016. The effective date of this contract is July 1st, 2015. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A" that is attached hereto and made a part hereof. All work and services required hereunder shall be completed on or before June 30th, 2016.
- 2) Scope of Service. The Provider is solely engaging in an agreement to provide congregate meal transportation for seniors receiving services at the Lumpkin County Senior Center. Any other services performed by the Provider is outside the scope of this contract.
- 3) Method of Payment. The amount of this contract is included in Section One of this contract (page 1). Total payments from the Vendor to the Provider shall not exceed the maximum payments noted in Section One unless otherwise approved in writing as an official amendment to this contract. Such amendments shall become addendums to this contract. Unless otherwise specified in Attachments, which are attached hereto and made a part hereof, the following method of payment shall be used:
 - (a) On or before the fifth day of the month following the month for which reimbursement is requested, the Provider shall submit to Vendor, in a form acceptable to the Georgia Department of Human Services and the Georgia Mountains Regional Commission as specified in Attachment "A", a request documenting actual trips incurred during that month for congregate meal transportation as specified in Attachment "A."
- 4) Payments. The provider shall be entitled to receive payments on the following basis:
 - (a) On or before the fifth day of the month following the month for which reimbursement is requested, the Provider shall submit to Vendor, in a form acceptable to the Georgia Department of Human Services and the Georgia Mountains Regional Commission as specified in Attachment "A", a request documenting actual trips incurred during that month for congregate meal transportation as specified in Attachment "A."
- 5) Final Payment.

The Provider's reimbursement request for the last month of the contract term must be received by Vendor no later than five days after the termination date of this contract. Proposed adjustments subsequent to this date are to be requested within ten days of contract termination. The Vendor may, at its discretion, disallow payment of all or part of a final request received after this deadline.
- 6) Provider's Personnel. The Provider represents that it has, or will secure at its own expense, all personnel required to perform the services under this contract. Such personnel shall not be employees of the Vendor.

- 7) 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 or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this contract nor a basis for termination for cause.

- 8) 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 to Provider for services under this contract no longer exist or in the event the sum of all obligations of the Center 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 the Vendor as of that moment. The certification by the Commissioner of the 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 the Vendor for failure of the Provider to perform any of the provisions hereof. Should the Vendor 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 Provider will be required to submit the final contract expenditure report no later than 45 days after the effective date of written notice of termination. Upon termination of this contract, the Provider 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 of the Provider.** This contract may be cancelled or terminated by the Provider without cause; however, the Provider must give written notice of its intention to do so to the Vendor at least sixty (60) days prior to the effective date of cancellation or termination.

 - d) **For Convenience of Vendor.** This contract may be cancelled or terminated by the Vendor without cause; however, the Vendor must give written notice of its intention to do so to the Provider at least thirty (30) days prior to the effective date of cancellation or termination.

11) Payment and Correspondence Address

Lumpkin County Finance Department
99 Courthouse Hill Suite D
Dahlonega, GA 30533

IN WITNESS WHEREOF, the Provider and the Vendor have executed this contract as of the day first above written.

Provider's Address for Official Correspondence

Lumpkin County Senior Center
266 Mechanicsville Rd.
Dahlonega, GA 30533

Actual Provider Information

Lumpkin County Senior Center
266 Mechanicsville Rd.
Dahlonega, GA 30533

Contact Person: Linda Kirkpatrick

Contact Person: Linda Kirkpatrick

Telephone: 706-864-2358

Telephone: 706-864-2358

Provider's Address for Official Correspondence

T & T Transportation
Post Office Box 652
Clearwater, S. C, 29822
Contact Person: Shawn Thomas
(706) 722-7030

ATTEST:

By: _____

Title

Print Name

Date _____

ATTEST:

By: SHAWN THOMAS

BELINDA SMITH

Print Name

Date 6-19-2014

ATTACHMENT A

MONTH _____

CHECK REQUEST - INVOICE FOR PAYMENT

For Coordinated Transportation Services

Month/Year _____

Provider/Contractor Name: _____
Address: _____
City, State, Zip Code: _____
Contact Name: _____
Telephone #: _____

AGING

Total # of Congregate Trips _____ X Rate \$6.50 = \$0.00
Total # of In-Kind Match Trips _____ X Rate \$6.50 = \$0.00

TOTAL BILLED	<u>\$0.00</u>
Total In-Kind	<u>\$0.00</u>

Authorized Signature _____ Date _____

DHS APPROVED PAYMENT INVOICE

