

HABERSHAM COUNTY BOARD OF COMMISSION  
EXECUTIVE SUMMARY

SUBJECT: DHS Coordinated Transportation Services, Grant Agreement for FY 2025

DATE: 1.23.2025

RECOMMENDATION

POLICY DISCUSSION

BUDGET INFORMATION:

STATUS REPORT

ANNUAL-\$75,000

OTHER

CAPITAL-

COMMISSION ACTION REQUESTED ON: February 17, 2025

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PURPOSE: To approve FY25 Coordinated Transportation Grant revision with Deanna Specialty Transportation to provide transportation services to eligible Department of Human Services (DHS) senior consumers in Habersham County.

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BACKGROUND / HISTORY: The term of this agreement is July 1, 2024 - June 30, 2025. As a contractor, the Habersham Senior Center will coordinate with Deanna Specialty Transportation to provide senior transportation services for meal consumption and various social / life service trip destinations as requested by the senior consumers of Habersham County. The revision reflects the usage rate increase from **\$6.50 to \$9.00**

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FACTS AND ISSUES:

Coordinated transportation budget of **\$75,000** is based on annual subscription forecast for the period July 1, 2024 – June 30, 2025. Funding is allocated through DHS and is coordinated through Deanna Specialty Transportation, Inc.

9)) FEE SCHEDULE:

1. Senior ageing trips increased from **\$6.50-9.00** each.
2. Senior hourly trips are billed at **\$35.00** hourly.
3. Habersham Senior Center is compliant with DHS guidelines and safety requirements outlined in the agreement.

Eligible senior consumers are detailed in daily manifest logs, submitted monthly at the billing rate listed in items 1 and 2 above.

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OPTIONS:

- 1) Approve request for Coordinated Transportation Services Grant Agreement of **\$75,000**.
  - 2) Deny request for Coordinated Transportation Services Grant Agreement of **\$75,000**.
  - 3) Other commission defined alternative.
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**Deanna Specialty  
Transportation, Inc.**

211 Sand Bar Ferry Rd  
Augusta, GA 30901  
(706) 722-7030



Deanna Specialty Transportation, Inc.  
211 Sand Bar Ferry Rd.  
Augusta, GA 30901  
Office (706) 722-7030 Fax (706) 722-0802

Re: Habersham County  
Sub-Contractor Rate increase

January 20, 2025

Your requested rates have been reviewed and based on our administrative expenses (rents, employees, travel, site visits, other admin costs, etc.), approval was obtained for these increases: \$9.00 Core, \$15.00 Wheelchair and \$35.00 for Hourly trips. These rates are in your agreement included in this email. Please sign and return by 1/31/25. The new rates will go into effect on February 1, 2025 once the signed agreement has been received.

Thank you,

  
Shawn Thomas

CEO  
Deanna Inc.  
Deanna Specialty  
T&T Transportation  
[sthomas.tttransportation@gmail.com](mailto:sthomas.tttransportation@gmail.com)



## AGREEMENT

### for Department of Human Services (DHS) Coordinated Transportation Services

#### AGREEMENT BETWEEN:

**Habersham County**, Georgia, a political subdivision of the State of Georgia acting by and through its governing authority, the **Habersham County Board of Commissioners**: hereinafter referred to as Sub-Contractor; and Deanna Specialty Transportation, a Georgia Corporation; hereinafter referred to as the Deanna Specialty Transportation Inc, agree:

This Agreement has an effective beginning date of the 1<sup>st</sup> day of July 2024 shall terminate on the 30th day of June 2025 unless terminated earlier under other provisions of this Agreement.

#### WITNESSETH:

WHEREAS, the Deanna Specialty Transportation, Inc. has a need for, and desires to purchase transportation services for eligible DHS consumers as needed;

#### AND

WHEREAS, the Sub-Contractor has represented to the Deanna Specialty Transportation, Inc it is available to provide transportation services for the described population;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto to abide by the conditions set forth in the remainder of this Agreement.

1. Purpose:

The purpose of this Agreement is to provide transportation services to eligible DHS consumers.

2. Agreement Term:

The term of this agreement shall be from July 1, 2024 through June 30, 2025 unless terminated earlier in accordance with this Agreement.

3. Services to Be Provided:

- a) The Sub-Contractor is solely engaging to provide congregate (senior) meal Transportation for seniors receiving services at the **Habersham County Senior Center** Transportation services provided will be to and from the **Senior Center**. Any other services performed by the Sub-Contractor are outside the scope of this Agreement. Sub-Contractor agrees to provide sufficient personnel and vehicles, as necessary, to render transportation services for the **Habersham County Senior Center's** seniors per GADHS policies and procedures.
- b) The parties expect that authorized DHS Human Service Sub-Contractors will notify the Regional Transportation Office, Region 2, as to which consumers are eligible. This notification is done via a completed client registration and trip order entered on the TRIP\$ System. Sub-Contractor shall deliver transportation services to individuals registered with the Regional Transportation Office TRIP\$ System in accordance to regulations administered by the Georgia Department of Human Services.

- c) Sub-Contractor shall be solely responsible for the maintenance of the vehicles and shall maintain said vehicles in accordance with the vehicle standards established by the Georgia Department of Human Services to ensure safe operation and to comply with all federal, state and local laws and codes and/or required inspections. Sub-Contractor will be responsible for providing vehicle insurance on those vehicles owned by the Sub-Contractor. Sub-Contractor shall be responsible for purchasing new vehicles to replace those that are not repairable or those that do not comply with DHS safety requirements.
- d) Drivers shall comply with regulations set forth by the Georgia Department of Public Safety and the Georgia Department of Human Services. Drivers shall possess such licenses and permits as required by law.
- e) Sub-Contractor agrees to provide the Deanna Specialty Transportation, Inc certification/proof of workers' compensation insurance coverage on all Sub-Contractor's employees, upon request of the Deanna Specialty Transportation, Inc.

#### 4. Training:

Drivers and dispatchers employed by Sub-Contractor shall undergo such training as required by the Georgia Department of Human Services including on the subject of client rights and confidentiality; accessibility; drug free workplace; sexual harassment; CPR/First-aid; Defensive Driving; and Universal Precautions for STD's, HIV/Aids and Infectious Disease. Drivers will also be trained in use of all auxiliary equipment including radios, fire extinguishers, and wheelchair lifts.

#### 5. Drug and Alcohol Testing:

Sub-Contractor shall be responsible for complying with all requirements of the Federal Transit Administration regarding the testing of safety-sensitive employees for drug and alcohol use. The cost of compliance will be the sole responsibility of Sub-Contractor.

#### 6. Information:

The Sub-Contractor agrees to make vehicles, vehicle files, and driver files available for DHS site visits, to the extent permitted by law. Sub-Contractor agrees to provide information and reports as requested by the Regional Transportation Coordinator.

#### 7. Monitoring and Inspection

The Deanna Specialty Transportation, Inc and Regional Transportation Office/DHS may review trip documents, logs, driver logs, vehicle maintenance records, driver qualification records and may inspect vehicles. Sub-Contractor will cooperate with The Deanna Specialty Transportation, Inc and Regional Transportation Office/DHS in making these and other documents and vehicles available to the extent permitted by law.

#### 8. Payment:

The Deanna Specialty Transportation, Inc agrees to remit payment for approved transportation services rendered by Sub-Contractor when Deanna Specialty Transportation, Inc receives reimbursement from the Georgia Department of Human Services of 10 days of receiving payment.

9. Fee Schedule:

Each trip will be billed at the following rates:

Aging \$9.00 per trip

Wheelchair \$15.00

Hourly \$35.00

**Total Budget \$75000.00**

10. Invoicing:

- a) The Sub-Contractor shall invoice using TRIP\$ on a per client/per trip basis. Invoicing will be completed by the Fifteenth (15th) of the month following the activity.
- b) Sub-Contractor shall provide the Deanna Specialty Transportation, Inc with completed billing summaries which will include the name of each client transported, the date transported, trip type and the number of approved trips provided. This can include the TRIP\$ Invoice Backup Report and/or Invoice Summary Report. Sub-Contractor shall provide said billing summary on a monthly basis no later than the Third day of the month following the activity.

11. Termination Without Cause:

Either party may terminate this agreement without cause upon sixty (60) days written notice to the other party. Upon such termination without cause, Sub-Contractor shall be entitled to payment, in accordance with Agreement provisions, for services rendered up to the termination date. Sub-Contractor shall be obligated to continue performance of contract services, in accordance with this Agreement, until the termination date.

12. Amendments

Any change, alteration, deletion, or addition to the terms set forth in this agreement must be in the form of a written amendment signed by both parties.

13. Compliance With Law:

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

14. Equal Opportunity:

During the performance of this contract, Sub-Contractor agrees that it will, in good faith, afford equal opportunity required by applicable federal, state, or local law to all employees and applicants for employment without regard to race, color, religion, sex, age, disability or national origin.

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the parties agree that, during performance of this Agreement, they will not discriminate against any

employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability.

15. Non Availability of Funds:

This Agreement is subject to the condition that funds be made available by the Congress of the United States, by the General Assembly of Georgia, or other sources, and by the proper budget authority for carrying out the functions which this Agreement implements. If Deanna Specialty Transportation, Inc becomes aware of funding issues jeopardizing its ability to reimburse Sub-Contractor, it shall immediately provide notice of same to Sub-Contractor.

16. 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 any cause beyond their reasonable control, 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.

17. Entire Agreement:

This Agreement constitutes the complete agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both parties with appropriate authorization.

18. Applicable Law:

If any action at law or in equity is brought to enforce or interpret the provision of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.

19. Severability:

Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible.

20. Waiver of Agreement:

No failure by either party to enforce any right or power granted under this Agreement, or to insist upon strict compliance with this Agreement, and no custom or practice of the parties at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the parties' right to demand exact and strict compliance with the terms and conditions of this Agreement.

21. No Third Party Rights:

This Agreement shall be exclusively for the benefit of the parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.



22. Sovereign Immunity:

Nothing contained in this Agreement shall be construed to be a waiver of the Sub-Contractor's sovereign immunity or any individual's qualified good faith or official immunities.

23. Notices:

All notices, requests, demands writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the parties at the address given below, or to a substitute address previously furnished to the other party by written notice in accordance herewith:

**Sub-Contractor's Address for Official Correspondence**

Habersham County Senior Center  
217 Scoggins Drive  
Demorest, Ga. 30535  
Contact Person: Kathy Holcomb  
Email: [kholcomb@habershamga.com](mailto:kholcomb@habershamga.com)  
Telephone: 706-839-0260

**DST's Address for Official Correspondence**

Deanna Specialty Transportation, Inc.  
211 Sand Bar Ferry Road  
Augusta, GA, 30901  
Contact Person: Shawn Thomas  
Email: [shawn.thomas@waytogotrans.com](mailto:shawn.thomas@waytogotrans.com)  
Telephone: (706) 722-7030

[SIGNATURES ON FOLLOWING PAGE]

**Habersham County, Georgia**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attest:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

County Clerk  
\_\_\_\_\_  
Title

[COUNTY SEAL]

**Deanna Specialty Transportation, Inc.**

\_\_\_\_\_  
Signature

Shawn Thomas  
Print Name

CEO.,  
Title

Date:

**Attest:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Corporate Secretary  
\_\_\_\_\_  
Title

[CORPORATE SEAL]