HABERSHAM COUNTY BOARD OF COMMISSION

EXECUTIVE SUMMARY

SUBJECT: DHS Coordinated Transportation Services, Temporary Grant Agreement for FY 2026

DATE: 08.7.2025

(X)RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

BUDGET IFORMATION:
ANNUAL-$
CAPITAL-

COMMISSION ACTION REQUESTED ON: September 15, 2025

PURPOSE: To approve FY26 Coordinated Transportation Grant agreement with the new Contractor, Verida, Inc. to provide transportation services to eligible Department of Human Services (DHS) senior consumers in Habersham County.

BACKGROUND / HISTORY: The term of this agreement is July 1, 2025 - September 30, 2025. As a Sub-contractor, the Habersham Senior Center will coordinate with Verida, Inc. to provide senior transportation services for meal consumption and various social / life service trip destinations as requested by the senior consumers of Habersham County.

FACTS AND ISSUES:
Coordinated transportation is based on annual subscription forecast for the period July 1, 2025 – June 30, 2026. Funding is allocated through DHS and is coordinated through Verida, Inc.

9) FEE SCHEDULE/ COMPLIANCE DOCUMENTS:

1. Senior ageing trips are billed at **$18.00** 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.
4. Compliance documents, Hippa Business, Lobbying, Debarment and immigration.

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

RECOMMENDED SAMPLE MOTION: Consider approval of Grant Agreement for Fiscal Year 2026.

DEPARTMENT:

Prepared by Kathy Holcomb

Director Kathy Holcomb

ADMINISTRATIVE
COMMENTS:_____
_____
_____

_____ DATE:_____
County Manager

TEMPORARY FY26 SUB-CONTRACTOR
COORDINATED TRANSPORTATION
AGREEMENT

AGREEMENT:

This non-exclusive transportation services agreement (the "Agreement") is entered into by and between **Habersham County, a political subdivision of the State of Georgia** ("Sub-Contractor") and **Verida, Inc.**; ("Verida"):

This Agreement has an effective beginning date of **July 1, 2025**, and shall terminate on **September 30, 2025,** unless terminated earlier under other provisions of this Agreement.

WITNESSETH:

WHEREAS, Verida separately contracts with the Georgia Department of Human Services ("DHS") and desires to contract with Sub-Contractor to deliver certain transportation services for eligible DHS consumers ("Consumers"), as needed; and

WHEREAS, the Sub-Contractor has represented to Verida 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, and both parties agree as follows:

1. Purpose & Duties:

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

Authorized DHS Human Service Providers will notify the Regional Transportation Coordinator which Consumers are eligible for transportation services covered by this Agreement. This notification is done via a completed client registration and trip order entered on the eTrips System. Information will be updated on eTrips as needed and reported to the Regional Transportation Coordinator as requested.

The Sub-Contractor will perform the transportation services and will invoice Verida on a per client/per trip basis. Invoicing will be completed by the tenth day of the month following the activity.

Verida will reimburse Sub-Contractor for eligible transportation services delivered upon receipt of Verida's reimbursement from the Georgia Department of Human Services.

2. Term:

The term of this Agreement shall be from **July 1, 2025,** through **September 30, 2025**, unless terminated earlier in accordance with this Agreement. This Agreement shall be ineffective once a new contract between the parties is signed and is ready for implementation.

3. Services to Be Provided:

Sub-Contractor shall deliver transportation services to individuals registered with the Regional Transportation Coordinator in accordance with regulations administered by the Georgia Department of Human Services. Sub-Contractor agrees to provide sufficient personnel and vehicles, as necessary, to meet needs and render said services twenty-four hours a day, seven days each week.

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 confirm safe operation and to comply with all federal, state and local laws and codes and/or required inspections. Sub-Contractor shall be responsible for purchasing vehicles to replace those that are not repairable or those that do not comply with DHS safety requirements.

Drivers shall comply with regulations set forth by the Georgia Department of Public Safety and the Georgia Department of Human Services. Drivers shall possess such licenses and permits as required by the State and the localities.

4. Compliance with DHS Program Requirements

Sub-Contractor shall comply with all applicable requirements set forth in the Georgia Department of Human Services' Coordinated Transportation System Transportation Manual, as amended. This includes, but is not limited to, all business, driver, vehicle, and operational standards applicable to Sub-Contractor. The terms of the Manual are incorporated herein by reference and are binding upon Sub-Contractor as if fully set forth in this Agreement.

5. Insurance:

Sub-Contractor shall, at its sole expense, procure and maintain insurance coverage (or approved self-funded coverage) throughout the term of this Agreement, in accordance with the following requirements:

a) **Acceptable Coverage Sources**
Sub-Contractor shall secure such insurance coverage either:
(a) from an insurance carrier or carriers licensed to conduct business in the State of Georgia and having an A.M. Best Company rating of A-, Class VII or better, unless specific approval has been granted by the Georgia Department of Community Health ("Department");
(b) through an authorized Interlocal Risk Management Agency pursuant to O.C.G.A. § 36-85-1, et seq.; or
(c) any combination thereof.

b) **Workers' Compensation and Employer's Liability**
Workers' Compensation Insurance shall be provided in compliance with the statutory limits established by the General Assembly of the State of Georgia in Title 34, Chapter 9 of the O.C.G.A. (A self-insurer shall submit to the Department a certificate from the Georgia Board of Workers' Compensation stating that Sub-Contractor qualifies to pay its own workers' compensation claims.) Sub-Contractor shall require all subcontractors that are required by statute to hold workers' compensation insurance, and that occupy the premises or perform work under this Agreement, to obtain and provide proof of such coverage.

c) **Commercial General Liability**
Commercial General Liability Insurance (Occurrence), including contractual liability coverage, for all general liability losses up to $2,000,000.

d) **Business Automobile Liability**
Business Automobile Liability Insurance, in accordance with O.C.G.A. § 33-24-51 and in the amounts of the statutory limits established under O.C.G.A. § 36-92-2, to include, but not be limited to, liability coverage for any owned, non-owned, and hired vehicles used by Sub-Contractor, its subcontractors, agents, or representatives in the performance of services under this Agreement. Sub-Contractors who do not own vehicles operated by their personnel shall notify Verida's Regional Transportation Office and obtain guidance.

e) **Excess Liability (Commercial Umbrella Insurance)**
Excess Liability Insurance (Occurrence) with $2,000,000 limit, following the form of the underlying primary policies, with no coverage gaps.

f) **Additional Insureds & Certificates**
The Commercial General Liability and Automobile Liability policies shall name Verida and the State of Georgia, its officers, employees, and agents as additional insureds for liability arising out of Sub-Contractor's performance under this Agreement. All insurance must remain in full

force during the initial term and any renewal or extension of this Agreement. Certificates of Insurance must list Verida and the State of Georgia as certificate holders and provide for a minimum of thirty (30) days' written notice prior to cancellation or material change in coverage. The parties hereto agree that Sub-Contractor's obligation to include any parties as additional insureds under its insurance policies is only valid and enforceable to the extent allowed by law. Nothing contained in this Agreement shall be construed to be a waiver of Sub-Contractor's sovereign immunity or any individual's qualified, good faith or official immunities.

6. Training:

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

7. 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.

8. Information:

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

9. Monitoring and Inspection

Verida and Regional Transportation Coordinator will review trip documents, logs, driver logs, vehicle maintenance records, driver qualification records and inspect vehicles. Sub-Contractor will cooperate with Verida and Regional Transportation Coordinator in making these and other documents and vehicles available.

10. Payment:

Verida agrees to remit payment for approved transportation services rendered by Sub-Contractor when reimbursement is received from the Georgia Department of Human Services.

Total payments for services against these funds shall not be exceeded unless amendment(s) to this Agreement are issued.

11. Fee Schedule:

ALLOCATIONS ARE CONTINGENT UPON FUNDING AVAILABILITY FROM THE GEORGIA DEPARTMENT OF HUMAN SERVICES THROUGH THE CONTRACT NEGOTIATED WITH VERIDA.

As funding permits, each trip will be billed at the rates set forth in the attached **Final Rate Schedule**.

12. Sub-Contractors Holidays

Sub-Contractor will be paid the if clients are transported on any of the federal holidays.

13. Invoicing:

Sub-Contractor shall provide Verida with completed billing summaries which will include, but is not limited to, the name of each client transported, the date transported, trip type and the number of approved trips provided. Sub-Contractor shall provide the said billing summary monthly no later than the tenth (10^{th}) day of the month following the activity.

Consumers or person(s) responsible for the consumers' well-being must call Sub-Contractor directly to cancel scheduled trips. Sub-Contractor will provide a telephone number with a voice mail system for use for this notification 24 hours a day.

14. Termination without Cause:

Either party may terminate this agreement without cause upon thirty (30) days' written notice to the other party. Upon such termination without cause, Sub-Contractor shall be entitled to payment, in accordance to contract provisions for services rendered up to the termination date. Sub-Contractor shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date.

15. 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.

16. 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.

17. 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 MOU, they will not discriminate against any employee or applicant for employment, any Sub-Contractor, or any supplier because of race, color, creed, national origin, gender, age or disability.

18. 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 Verida becomes aware of funding issues jeopardizing its ability to reimburse Sub-Contractor, it shall immediately provide notice of same to Sub-Contractor.

19. Force Majeure:

Each party will be excused from performance under this Agreement 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 Agreement nor a basis for termination for cause.

20. Entire Agreement:

This Agreement constitutes the complete agreement between the parties and supersedes 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.

21. Applicable Law:

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

22. 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 reminder of this Agreement shall remain in full force and effect to the extent possible.

23. 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.

24. 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.

25. 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.

26. Relationship of the Parties, Indemnity:

Sub-Contractor is an independent contractor and not an employee, agent, partner, or joint venturer of Verida. Nothing in this Agreement shall be construed to create any such relationship. Sub-Contractor has sole control over the method, manner, and means of providing services and is responsible for all expenses, taxes, insurance, licenses, and compliance with applicable laws, including Georgia law. Sub-Contractor shall not hold itself out as having authority to bind Verida, and Verida shall have no liability for any acts or omissions of Sub-Contractor or its personnel. Sub-Contractor agrees to indemnify and hold Verida harmless from any claims arising out of its operations, including those related to accidents, employment status, and regulatory compliance.

In consideration of the mutual promises, covenants and the payment terms stated, the parties agree as set forth in this Agreement.

Agreed and entered into this _____day of _____, 2025.

SUB-CONTRACTOR

HABERSHAM COUNTY, GEORGIA

By: _____

Jimmy Tench, Chairman
Board of Commissioners

Date: _____

Attest:

_____
Brandalin Carnes, County Clerk

(SEAL)

VERIDA

Verida, Inc.

By:

_____

[Name], [Title of Authorized Officer]

Date: _____

Attest:

_____
[Name], Corporate Secretary

(Corporate Seal)

Docusign Envelope ID: E41A14C8-0D90-4AF3-AD05-A0C64D5ED6D8

FINAL RATE SCHEDULE

FOR PERIOD OF: July 1, 2025 - September 30, 2025

CONTRACTOR NAME: Verida, Inc R2

FOR SUBCONTRACTOR/COUNTIES: Banks, Dawson, Forsyth, Franklin, Habersham, Hall, Hart, Lumpkin, Rabun, Stephens, Towns, Union, White

Type	DEFINITION	Transit Rate
TRIP	Any one-way trip that are inclusive of ambulatory, wheelchair, fixed route, one-way passenger, one-way division trips, scheduled, and demand response.	$18.00
Hourly	Any trip that originates at a designated location, and entails (1) transporting client(s) to a designated location(s), and (2) arriving back at the original location. If a driver must wait for a client(s) who cannot be dropped off and picked up at a later time, an hourly wait may be approved. Trips will be billed in :15 minute increments. Trips will be charged an hourly rate when: (1) The scheduling requires a vehicle to be specifically assigned to, and remain with, a client(s), or (2) The trip entails transporting a client outside the county where the trip originates and the trip is not a "one-way trip". When the trip entails transporting three or more clients even if the trip does not involve traveling to another county, the group trip hourly rate will apply.	$35.00
FIELD TRIP HOURLY	Any field trip with more than 3 passengers originating at a designated location, transported to a designated location, and arriving back at the same location. To charge an hourly rate, the trip must be less than 8 hours. These trips are not charged per passenger.	
EMERGENCY Hourly	A rate to assist with evacuation and transportation efforts in a governor-declared state of emergency or pandemic. (Rates will be negotiated based on cost to provide the service.)	$40.00
WHEELCHAIR TRIP	Any on-way trip that is ordered by a HSP for a consumer whose physical limitation requires the use of a wheelchair as a mobility aide and requires securement by the driver. The consumer may have a temporary or permanent disability.	$15.00

No Shows will be billed at the trip type ordered.

Subcontractor Approved: _____ Date: _____

Print Name and Title: _____

Company Name: _____

Authorizing Agent for VERIDA: _____

State Director Date

Docusign Envelope ID: E41A14C8-0D90-4AF3-AD05-A0C64D5ED6D8

Authorizing Agent for VERIDA:

Operations Date

Authorizing Agent for VERIDA:

Finance Date