

**Contract Between DeKalb County, Georgia  
and  
Georgia Department of Human Services**

THIS CONTRACT, entered into on the date signed below, by and between DEKALB COUNTY, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter sometimes referred to as the "COUNTY"), and the State of Georgia, Department of Human Services (hereinafter sometimes referred to as "Contractor"), an agency of the State of Georgia legally empowered to contract pursuant to the O.C.G.A Section 49-2-1.

**WITNESSETH THAT:**

WHEREAS, the COUNTY, through its Human Services Department, Office of Aging (OOA), has developed a comprehensive and coordinated services delivery system, including transportation services, to serve individuals age 60 and older with emphasis on persons who fall in the categories of low-income, minority, limited English speaking and/or functionally impaired in DeKalb County; and

WHEREAS, this comprehensive system is designed to secure and maintain maximum independence and dignity within a home environment for older persons capable of self-care with appropriate supportive services; and

WHEREAS, this comprehensive system is further designed to remove individual and social barriers to economic and personal independence for older persons and to provide specified services to eligible individuals who reside in DeKalb County; and

WHEREAS, the COUNTY, by and through its Human Services Department, Office of Aging has determined that the need for transportation services can best be met by participating with the State of Georgia, Department of Human Services Coordinated Transportation System; and

WHEREAS, County, and Contractor desire to enter into a Contract for the provision of such services;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

**ARTICLE I**  
**CONTRACTOR'S SERVICES**

- 1.0 The COUNTY hereby retains the Contractor, and the Contractor accepts retention by the COUNTY to render the services as hereinafter defined and required; to perform such services in the manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.
- 1.1 Candice L. Broce, Commissioner of the Georgia Department of Human Services represents that she or her designee is authorized to bind and enter Contracts on behalf of the Contractor.
- 1.2 Nothing contained in this Contract shall be construed to be a waiver of the COUNTY's sovereign immunity or any individual's qualified good faith immunity.
- 1.3 Services shall be provided in accordance with **Attachment A**, Scope of Services; **Attachment C**, Senior Centers, Service Provided, and Normal Operating Hours; and **Attachment G**, DeKalb County Transportation Policy & Procedures.
- 1.4 Services shall not be provided on COUNTY holidays as detailed in **Attachment E**, DeKalb County Holidays.

**ARTICLE II**  
**COMPENSATION FOR SERVICES**

- 2.0 Upon execution of this contract by all parties, the COUNTY commits funding to purchase transportation services as outlined in **Attachment A** of this Contract through the Coordinated Transportation System of the Georgia Department of Human Services. The total monetary obligation of the COUNTY for the term of this contract shall not exceed Six Hundred Eighteen Thousand Dollars (\$618,000). Payment shall be in accordance with **Attachment B**, Summary Fee Schedule.
- 2.1 The Contractor agrees to provide no less than funding in the amount of Two Hundred Fifty Thousand and No/100ths Dollars (\$250,000.00) for the term of this contract. In the event that either of the DHS sources of funding are reduced or increased during the term of this contract, the Department has the right to make financial adjustments under this contract and to notify the COUNTY accordingly.

If the COUNTY receives any reduction or increase in funding from the Contractor during the life of this Contract, the total cap paid under this Contract may be reduced or increased by the same percentage of reduction or increase for the same period. However, in calculating the percentage of reduction to be applied to the total cap paid under this Contract, the parties shall not use a time period exceeding one (1) State Fiscal Year. In case of termination of this Agreement before completion to the work, the Contractor will be paid only for the work completed as of the date of termination as determined by the COUNTY.

2.2 Method of Payment

- A. On or before the fifteenth (15<sup>th</sup>) day of the month following the month for which services were rendered, the Contractor shall submit invoices indicating actual services rendered to the COUNTY's Human Services Department in a form acceptable to the COUNTY.
- B. The final request will be on or before the forty-fifth (45<sup>th</sup>) working day following the contract completion date or termination date. In the case of permitted adjustments, the adjusted report, to be received by the COUNTY on or before the sixtieth (60<sup>th</sup>) day after the contract completion date, will be the final request.
- C. Audits – Contractor shall cause audits to be accomplished in a manner consistent with 41 CFR-29-70 or 45 CFR-74, as appropriate. Copies of all of the reports resulting from said audits shall be furnished to the COUNTY no later than thirty (30) days after they are received by the Contractor.

2.3 The Contractor agrees to allow the COUNTY to audit its invoices for payment. In the event that there is an incorrect expenditure of any kind as determined by the COUNTY, the Contractor agrees to allow the COUNTY to immediately deduct the amount of the incorrect expenditure from any future payments to Contractor. In the event, no more payments are due to the Contractor, the Contractor agrees to fully and promptly reimburse the COUNTY for the incorrect expenditure after five (5) days written notice.

2.4 COMMUNICATION. Communications regarding this contract shall include, but not necessarily be limited to correspondence, program performance reports and fiscal reports.

2.6 REVIEWS AND COORDINATION. To ensure adequate assessment of the Contractor's program and proper coordination among interested parties, the COUNTY shall be kept fully informed concerning the progress of the work and services to be performed hereunder.

Written reports in accordance with **Attachment D** shall be submitted the following month after actual services are provided. The Contractor may be required to meet with designated representatives of the COUNTY and the funding agencies from time to time to review the work and services performed. Reasonable written notice of such review meetings shall be given to the Contractor.

**ARTICLE III**  
**TERM AND TERMINATION**

- 3.0 This Agreement is for a term of twelve (12) months and shall commence on July 1, 2022. This Agreement shall terminate absolutely and without further obligation on the part of the COUNTY on June 30, 2023, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Agreement. If this Agreement is terminated pursuant to this paragraph, the Contractor will be exclusively limited to receiving only the compensation for the work satisfactorily performed up to and including the effective date of termination.
- 3.1 The COUNTY or the Contractor may unilaterally terminate this contract at any time for any reason. However, if the COUNTY reasonably concludes that the Contractor will not meet its obligation under the contract, the COUNTY shall provide the Contractor with 30-days written notice specifying the obligations that have not been performed. The Contractor shall have the opportunity to cure the alleged breach or failure within this 30-days notice period. Should the cure not be satisfactory, the COUNTY shall terminate the contract upon five (5) days written notice addressed as follows:
- State Of Georgia, Department of Human Services  
Office of Facilities and Support Services  
Two Peachtree Street, N.W.  
Atlanta, GA 30303-3142  
Attention: Yvonne Gurley
- All notices sent to the above address shall be binding upon the Contractor unless said address is changed by the Contractor in writing to the COUNTY. If this Contract is terminated, the Contractor shall be paid for services rendered through the date of termination as determined by the COUNTY.
- 3.2 The COUNTY shall have the right to terminate immediately the Contractor's performance hereunder on an emergency basis whenever necessary in the opinion of the COUNTY, to avert a life-threatening situation or other sufficiently serious deficiency.

**ARTICLE IV  
MODIFICATION**

- 4.0 If any statute, rule or regulation is passed or any order is issued which materially increases the cost to Contractor of providing the services required hereunder, the COUNTY and the Contractor agree to negotiate in good faith whether additional compensation will be paid by the COUNTY to the Contractor as a result of such changes.
- 4.1 **TECHNICAL ADJUSTMENTS AND AMENDMENTS.** The COUNTY may require changes in this Contract. The total number of trips under this Contract may be modified by mutual agreement of the parties, and by technical adjustment; however, no waiver, modification, technical adjustment or amendment of any term, condition, or provision of this Contract will be valid, or of any force or effect, unless made in writing, and properly executed by the parties authorized representatives. Such changes, including any increase or decrease in the amount of the Contractor's compensation shall be incorporated in written amendments to this Contract.
- 4.2 **DISPUTES AND APPEALS.** The process through which consumers of this program may make a dispute of appeal is specified in **Attachment H**.
- 4.3 **CONTROLLING PROVISIONS.** In the event of a conflict between this agreement and any attachment contained herein or any previous agreements, the provisions of this agreement shall govern.
- 4.4 **GEORGIA OPEN RECORDS ACT.** Without regard to any designation made by the person or entity entering this Contract, DeKalb County considers all information submitted in response to the Contract to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act O.C.G.A. § 50-18-70 et seq., after contacting the person or entity making the submission, unless a court order is presented with the Contract.
- 4.5 **HEADINGS.** The headings of sections and paragraphs, if any, to the extent used herein are for convenience and reference only, and in no way define, limit or describe the scope or intent of any provision hereof, and therefore will not be used in construing or interpreting the provisions hereof.

**ARTICLE V**  
**INDEPENDENT CONTRACTOR STATUS**

5.0 Nothing contained herein shall be deemed to create any relationship other than that of an independent contact between the COUNTY and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, successors, subcontractors or assigns, be deemed employees, agents, partners, successors, assigns or legal representatives of the COUNTY. At all times during its performance hereunder, the Contractor shall be considered as an independent Contractor and shall not become or be deemed to be an agent, servant, or employee of the COUNTY.

**ARTICLE VI**  
**MISCELLANEOUS**

6.0 **ASSIGNMENT:** Neither party shall assign this Contract without the prior express written consent of the other party hereto. Any attempted assignment by the Contractor without the prior express written approval of the COUNTY shall at the COUNTY's sole option terminate this Contract without any notice to the Contractor of such termination. The COUNTY and the Contractor each binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, contracts and obligations contained herein.

6.1 **PUBLICITY:** Any publicity given to the services provided herein to consumers served in relation to this Contract shall identify the COUNTY as a funding source. 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 Contractor. All media and public information materials pertaining to consumers served in relation to this contract shall also be approved by the COUNTY, through the Human Services Department.

6.2 **NOTICE:** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

a. COUNTY:

DeKalb County Human Services Department  
Transportation Division  
30 Warren Street, S.E.  
Atlanta, GA 30317

b. Contractor:

State of Georgia, Department of Human Services  
Yvonne Gurley, Operations Manager  
Office of Facilities and Support Services  
2 Peachtree Street, N.W, 28<sup>th</sup> Floor  
Atlanta, GA 30303-3142  
Telephone: 912-222-0843

c. Contract Administrator (Contractor)

State of Georgia, Department of Human Services  
Pamela McBeth Rowie, Contracts Manager  
Office of Procurement and Contracts  
2 Peachtree Street NW, 27<sup>th</sup> Floor  
Atlanta, GA 30303  
[pamela.rowie@dhs.ga.gov](mailto:pamela.rowie@dhs.ga.gov)

- 6.3 WAIVER OF BREACH: The waiver by either party of a breach or violation of any provision of this Contract shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.
- 6.4 FORCE MAJEURE: Neither the COUNTY nor the Contractor shall be deemed in violation of this Contract if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation, provided however, that nothing herein shall relieve or be construed as to relieve the Contractor from performing its obligations hereunder in the event of riots, rebellions, or legal strikes.
- 6.5 SEVERABILITY: If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Contract, which shall remain in full force and effect, and enforceable in accordance with its terms.
- 6.6 COUNTY'S RIGHT OF INSPECTION: The COUNTY shall have the right, at its sole discretion, to inspect and review the services provided by the Contractor hereunder to

determine their acceptability. The COUNTY shall also have the right to review all of the Contractor's records pertaining to this Contract and the Contractor agrees to properly maintain its records so as to allow the COUNTY to audit its fees, standards, and services, except where prohibited by law. The Contractor shall make such records available to the COUNTY's officials within seventy-two (72) hours.

- 6.7 COOPERATION BY CONTRACTOR WITH THE COUNTY: The Contractor shall maintain regular communications with the COUNTY and the Human Services Department OOA, and shall actively cooperate in all matters pertaining to this Contract including, without limitation, assisting COUNTY in investigating and responding to any and all complaints, inspections, or investigations, arising in connection with the Contractor's provision of services under this Contract.
- 6.8 COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the services contracted to be provided by the Contractor hereunder or which in any manner affect this Contract.
- 6.9 NO CONFLICT: The Contractor represents and warrants that it presently has no interest, direct or indirect, and covenants and agrees that it will not, during the term of this Contract, acquire any interest, direct or indirect, that would conflict in any manner, or degree with the performance of its duties and obligations hereunder. The Contractor further covenants and agrees for itself, its agents, employees, directors and officers to comply fully with the provisions of O.C.G.A. Sec. 45-10-20 and the provisions of the DeKalb County Code of Ethics (Acts 1990, p. 3900, § 1; Acts 1992, p. 6137, § 1-3) governing conflicts of interest of persons doing business with the COUNTY, as such provisions now exist or may be amended hereafter. The Contractor represents and warrants that such provisions are not and will not be violated by this Contract or the Contractor's performance hereunder.
- 6.10 The Contractor understands and voluntarily agrees to be bound by and abide by all of the requirements, terms, and conditions of the Contract by and between the State and DeKalb County. The Contractor understands that copies of the Contract are maintained at DeKalb County Human Services Department, 30 Warren Street S.E., Atlanta, GA 30317 and are available for review by the Contractor should it so desire.



- 6.11 This Contract constitutes the entire Contract between the parties hereto as to all matters contained herein. No representation oral or written not incorporated herein shall be binding upon the parties hereto. All subsequent changes in this Contract must be signed by all parties.
- 6.13 Roles and responsibilities of all parties shall be as detailed in **Attachment G**, DeKalb County Human Services Transportation Policy and Procedures.

**ARTICLE VII**

**CONTRACT ATTACHMENT INCLUSION**

- 7.0 This Contract includes attachments as listed below, which are hereto attached and incorporated by reference:

Attachment A	Scope of Services
Attachment B	Summary Fee Schedule
Attachment C	Senior Centers, Service Provided, and Operating Hours
Attachment D	Reporting Requirements
Attachment E	DeKalb County Holidays
Attachment F	Business Associate Agreement
Attachment G	DeKalb County Human Services Transportation Policy & Procedures
Attachment H	Title VI Notice, Disputes and Appeals Procedures

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be executed in three counterparts, each to be considered as an original by their authorized representatives, the day and date hereinabove written.

**STATE OF GEORGIA, DEPARTMENT OF HUMAN SERVICES**

**DEKALB COUNTY, GEORGIA**

By: \_\_\_\_\_ (SEAL)  
Signature

\_\_\_\_\_ by Dir (SEAL)

Michael L. Thurmond  
Chief Executive Officer  
DeKalb County, Georgia

\_\_\_\_\_  
Name (Type or Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
Date

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
BARBARA H. SANDERS, CCC  
Clerk of the Chief Executive Officer  
and Board of Commissioners of  
DeKalb County, Georgia

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

**RECOMMENDED FOR APPROVAL**

**APPROVED AS TO FORM**

\_\_\_\_\_  
Damon Scott, Director  
Human Services Department

\_\_\_\_\_  
County Attorney Signature

\_\_\_\_\_  
County Attorney Name (Typed or Printed)

**ATTACHMENT A- SCOPE OF SERVICES****I. Description of Services**

- A. Subscription Services:** Subscription service trips are scheduled with a predetermined notice to meet the repetitive travel needs of passengers. Regular subscription service trips shall be provided to the participants of four (4) neighborhood senior centers specified by DeKalb County Human Services Department, and other facilities as agreed upon by the Georgia Department of Human Services (DHS) Regional Transportation Office and DeKalb Human Services. The names, locations, and the maximum hours of operation of these facilities are listed in **Attachment C**. Subscription services will be provided for seniors who are determined eligible for the service by OOA. Due to the nature of this service and the capabilities of the consumers this service is classified as curb-to-curb. Transport from a consumer's home to a center will constitute one trip, transport back to the consumer's home will constitute another trip.
- B. Group Trips:** Group trip services shall be defined as trips that involve transporting multiple passengers with the same point of origin and the same destination, and who intend to travel together. This service is available to facilities listed in **Attachment C** and other facilities as mutually agreed upon by both DHS and OOA. This service includes group shopping, recreation activities, and special events.
- C. Demand Response Services:** This service is available, as defined in State of Georgia **Solicitation No. 42700-DHS0000284**, to seniors who are determined eligible for the service by DeKalb County for transportation to and from medical appointments, social service agencies, pharmacies and grocery shopping. Due to the nature of this service and the capabilities of the consumers this service is classified as curb-to-curb. Eligible consumers will call OOA to schedule trips. Transport from a senior's home to the medical appointment, social service agency, pharmacy or grocery store constitutes one trip. The return trip from the appointment to the senior's home will constitute another trip.

**II. Passengers/Consumers**

- A. Subscription Service:** Subscription service consumers will include older adults who are age sixty (60) years and older, who are residents of DeKalb County and are registered as a participant of a neighborhood senior center, specified adult day center, or specified community center program. Neighborhood Senior Center Managers will determine eligibility of consumers for services and will order trips for eligible consumers using the DHS TRIP\$ Client Registration and Trip Ordering System.
- B. Demand Response Service:** Consumers will include older adults age sixty (60) years and older and persons with disabilities who are determined eligible for demand response transportation by DeKalb Human Services. Trips for eligible consumers will be ordered using the DHS TRIP\$ Client Registration & Trip Ordering system.

**C. Group Trip Service.** Consumers will include older adults age sixty (60) years and older who are residents of DeKalb County and are registered as a participant of a neighborhood senior center or specified community center program. Neighborhood Senior Center Managers will determine eligibility of consumers for services and will order trips for eligible consumers using the DHS TRIP\$ Client Registration and Trip Ordering System.

**III. Routing and Scheduling**

**A. Senior Centers.** The transportation provider will be notified of new consumers for whom trip requests are made via the DHS TRIP\$ Client Registration and Trip Ordering System. All trips must be ordered at least forty-eight (48) hours in advance of the date of the trip requested. After trips are requested by the Senior Center Managers, the transportation provider will route the trips and produce a route manifest, showing pick-up and drop-off times of each passenger. Drivers will record actual pick-up and drop-off times as they run the routes. Trip manifests must be made available to County staff for inspection as requested.

Routine trips for seniors who participate in the center activities on a regular schedule (e.g. every day, or Monday, Wednesday and Friday, etc.) must be accommodated by the provider. Attempts must be made to work trips of all types into the schedule with full responsiveness given to urgent situations and importance of request. There shall be no right of refusal for trips scheduled within time frames dictated by local policy. If a trip cannot be accommodated, the transportation provider may make alternative arrangements to accommodate the trip with prior approval from the County. Cancellations of routine trips due to illness can be no less than sixty (60) minutes prior to the scheduled vehicle arrival time at the passenger's home. All other cancellations require a 24-hour notice.

**B. Demand Response Service.** Eligible seniors will call the Human Services Department to schedule trips to and from their medical appointment, social service agency, pharmacy or grocery store at least 48-hours in advance of the trip. Cancellations of routine trips due to illness can be no less than sixty (60) minutes prior to the scheduled vehicle arrival time at the passenger's home.

**IV. Roles and Responsibilities**

Roles and Responsibilities of all parties shall be as detailed in **Attachment G**, DeKalb County Human Services Department Transportation Policy and Procedures.

**ATTACHMENT B - SUMMARY FEE SCHEDULE  
DHS Transportation Services in DeKalb County  
Trip Rates by Category**

**July 1, 2022 – June 30, 2023**

Category of Service	Rate per Trip	Trip Rate per Hour
Core Trip	\$32.00	N/A
Non-core Trip	\$32.00	N/A
Group Trip	N/A	\$37.00
Wheelchair Trip	\$32.00	N/A
Escort Trip	N/A	N/A
Shuttle Service	N/A	\$75.00

**Group Trips & Shuttle Hours**

DeKalb County Human Services Department will determine the monthly allocation of group trip and shuttle hours for each location served.

**Contract Option Amounts**

DeKalb County reserves the right to purchase additional trips, dependent upon the demand for service and available funds. DeKalb County reserves the right to shift trips from one service to another, dependent upon demand.

**ATTACHMENT C – SENIOR CENTERS, SERVICE PROVIDED  
AND NORMAL OPERATING HOURS**

<b>Senior Centers</b>	<b>Service Provided*</b>	<b>Operating Hours</b>
<b>Lithonia East DeKalb Senior Center</b> 2484 Bruce Street Lithonia, GA 30058	Subscription & Group Trips	Mon. – Fri. 8:00 a.m. to 4:30 p.m.
<b>DeKalb-Atlanta Senior Center</b> 25 Warren Street Atlanta, GA 30317	Subscription & Group Trips	Mon. – Fri. 8:00 a.m. to 4:30 p.m.
<b>South DeKalb Community Senior Center</b> 1931 Candler Road Decatur, GA 30332	Subscription & Group Trips	Mon. – Fri. 8:00 a.m. to 4:30 p.m.
<b>North DeKalb Community Senior Center</b> 5238 Peachtree Road Chamblee, GA 30341	Subscription & Group Trips	Mon. – Fri. 8:00 a.m. to 4:30 p.m.

\*When Senior Centers are closed due to the COVID-19 Pandemic, Senior Center Service will consist primarily of delivery of meals to center participants.

## ATTACHMENT D – REPORTING REQUIREMENTS

- A. Monthly Reports: Reports are to be submitted on a monthly basis and should be received by the close of business on the date specified in the DeKalb County Human Services Department. The Contractor will ensure that the following data is reported in a form acceptable to DeKalb County:
1. Number of operating days
  2. Ridership data, including a log for each service indicating the name of the passenger, the dates of each passenger's trips, the total number of trips taken by each passenger and the total number of trips made for each service category
  3. Number of no shows, including dates and name of the passenger that failed to show for the trip
  4. Number of late and early trips, including dates
  5. Listing of refused trips, including dates and reason for refusal
  6. Maintenance reports on all vehicles used to provide senior transportation in accordance with State of Georgia **Solicitation No. 42700-DHS0000284**, to include a log showing all maintenance performed on each vehicle during the report month
- B. Accident Reports: All accidents (including vehicular, and accidents involving falls, illness, vandalism, etc.) involving vehicles used to provide senior transportation in accordance with State of Georgia **Solicitation No. 42700-DHS0000284** must be reported by telephone to OOA immediately. A written Accident/Incident Report must be completed and filed within twenty-four hours.

## ATTACHMENT E – DEKALB COUNTY HOLIDAYS

Transportation services **shall not be provided** under this Contract on designated holidays observed by DeKalb County. The County observes the following holidays:

1. New Year's Day
2. Martin Luther King, Jr. Holiday
3. President's Day
4. Memorial Day
5. Independence Day
6. Juneteenth
7. Labor Day
8. Veterans Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Day



## ATTACHMENT F - BUSINESS ASSOCIATES AGREEMENT

### BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective, July 1, 2022, is entered into by and between State of Georgia, Department of Human Services, Georgia (the "Partner"), with an address at Two Peachtree Street, NW, Suite 29-452, Atlanta, GA 30303-3142 and the DeKalb County (the "Covered Entity") with an address at 1300 Commerce Drive, Decatur, Georgia 30030 (each a "Party" and collectively the "Parties").

#### WITNESSETH:

WHEREAS, the U.S. Department of Health and Human Services ("HHS") has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information obtained, created or maintained by certain entities, including healthcare providers (the "Final Privacy Rule"), and meant to protect information regarding individuals treated by those providers. Throughout this Agreement, "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g); and

WHEREAS, the Final Privacy Rule requires that the Covered Entity enter into this Agreement with Partner in order to protect the privacy of individually identifiable health information ("Protected Health Information", or "PHI") maintained by the Covered Entity as that term is defined in 45 CF.R. § 164.501. The scope of this Agreement is limited to the information created or received by Partner from or on behalf of the Covered Entity; and

WHEREAS, Partner and its employees, affiliates, agents or representatives may access paper and/or electronic records containing PHI in carrying out their obligations to the Covered Entity pursuant to either an existing or contemporaneously executed agreement for services ("Services Agreement"); and

WHEREAS, the Parties desire to enter into this Agreement to protect PHI, and to amend any agreements between them, whether oral or written, with the execution of this Agreement;

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

1. **Services Agreements.**
  - 1.1 Existing Services Agreements. Covered Entity and Partner are parties to a Services Agreement, which was executed prior to the Effective Date, currently in effect, and incorporated by reference. All existing Agreements between the Parties are incorporated into this Agreement. In the event of conflict between the terms of any Services Agreement and this Agreement, the terms and conditions of this Agreement shall govern.
  - 1.2 Contemporaneous Services Agreement. In the event that Covered Entity and Partner are not parties to a Services Agreement existing prior to the Effective Date, but instead enter into a Services

Agreement at the same time as executing this Agreement, such agreement shall be attached as Attachment A, and incorporated here by reference. In the event of conflict between the terms of the Services Agreement and this Agreement, the terms and conditions of this Agreement shall govern.

- 1.3. Use and Disclosure of PHI to Provide Services. The Partner will not use or further disclose PHI (as such term is defined in the Final Privacy Rule) other than as permitted or required by the terms of the Service Agreement or as required by law. Except as otherwise provided in this document, the Partner may make any and all uses of PHI necessary to perform its obligations under the applicable Services Agreement. All other uses not authorized by this Agreement are prohibited.
2. **Additional Partner Activities.** Except as otherwise provided in this Agreement, the Partner:
  - 2.1. Agrees to not use or further disclose PHI other than as permitted or required by the Agreement or as required by law, as that phrase is defined at 45 CFR 164.501, provided that such use or disclosure would not violate the Final Privacy Rule if done by the Covered Entity.
  - 2.2. Represents to Covered Entity that (i) any disclosure it makes will be permitted under applicable laws, and (ii) the Partner will obtain reasonable written assurances from any person to whom the PHI will be disclosed that the PHI will be held confidentially and used or further disclosed only as required and permitted under the Final Privacy Rule and other applicable laws, that any such person agrees to be governed by the same restrictions and conditions contained in this Agreement, and that such person will notify the Partner of any instances of which it is aware in which the confidentiality of the PHI has been breached.
  - 2.3. May bring together the Covered Entity PHI in Partner's possession with the PHI of other covered entities that the Partner has in its possession through its capacity as a Partner to such other covered entities, provided that the purpose of bringing the PHI information together is to provide Covered Entity with data analyses relating to its Healthcare Operations, as such term is defined in the Final Privacy Rule. The Partner will not disclose the PHI obtained from Covered Entity to another Covered Entity without written authorization from Covered Entity.
  - 2.4. May de-identify any and all PHI provided that the de-identification conforms to the requirements of applicable law as provided for in C.F.R. §164.514(b) and that Partner maintains such documentation as required by applicable law, as provided for in 42 C.F.R. § 164.514(b). The Parties understand that properly de-identified information is not PHI under the terms of this Agreement.
3. **Partner Covenants.** Partner agrees to:
  - 3.1 Use or further disclose the minimum necessary PHI in performing the activities called for under the Services Agreement;
  - 3.2 Not to use or further disclose PHI except as permitted under this Agreement, the Final Privacy Rule, and applicable State Law, each as amended from time to time;
  - 3.3 Use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement;

- 3.4 Report to Covered Entity any use or disclosure of the PHI not permitted by this Agreement within five days of the Partner becoming aware of such use or disclosure;
- 3.5 In conjunction with the requirements of Section 2.2, ensure that any subPartners or agents to whom it provides PHI received from, or created or received by the Partner on behalf of the Covered Entity, agree to the same restrictions and conditions that apply to the Partner with respect to the PHI;
- 3.6 Partner agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Within ten days of a request by Covered Entity, report to Covered Entity all disclosures of PHI to a third party for a purpose other than Treatment, Healthcare Operations or Payment, as such terms are defined in the Final Privacy Rule. The report to the Covered Entity shall identify: (i) the subject of the PHI (i.e., patient name or identifier); (ii) the PHI disclosed; and (iii) the purpose of the disclosure in accordance with the accounting requirements of 45 C.F.R. §164.528;
- 3.7 Maintain the integrity of any PHI transmitted by or received from Covered Entity;
- 3.8 Comply with Covered Entity policies and procedures with respect to the privacy and security of PHI and other Covered Entity records, as well as policies and procedures with respect to access and use of Covered Entity's equipment and facilities;
- 3.9 Provide the rights of access, amendment, and accounting as set forth in Sections 5 and 6.
- 3.10 Except as otherwise limited in this Agreement, Partner may use PHI to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)B).
4. **Covered Entity Covenants.**
  - 4.1 Covered Entity shall provide Partner with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.
  - 4.2 Covered Entity shall provide Partner with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Partner's permitted or required uses and disclosures.
  - 4.3 Covered Entity shall notify Partner of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522.
  - 4.4 Covered Entity shall not request Partner to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. This provision specifically excepts those situations in which the Partner will use or disclose protected health information for, and the contract includes provisions for, data aggregation or management and administrative activities of Partner.
5. **Access to PHI.** Within five (5) days of a request by Covered Entity for access to PHI about a patient contained in a Designated Record Set, as such is defined in the Final Privacy Rule, the Partner shall make available to Covered Entity, or the patient to whom such PHI relates or his or her authorized

representative, such PHI for so long as such information is maintained in the Designated Record Set as defined in 45 C.F.R. § 164.524. In the event any patient request access to PHI directly from the Partner, the Partner shall, within five days, forward such request to Covered Entity. Any denials of access to the PHI requested shall be the responsibility of Covered Entity.

6. **Amendment of PHI.** Within ten (10) days of receipt of a request from Covered Entity for the amendment of patient's PHI or a record regarding a patient contained in a Designated Record Set the Partner shall, as required by 45 C.F.R. § 164.526, incorporate any such amendments in the PHI provided, however, that Covered Entity has made the determination that the amendment(s) is/are necessary because the PHI that is the subject of the amendment(s) has been, or foreseeable could be, relied upon by the Partner or others to the loss of the patient who is the subject of the PHI to be amended. The obligation in this Section 6 shall apply only for so long as the PHI is maintained by Partner in a Designated Record Set.
7. **Accounting for Disclosures of PHI.** Within thirty (30) days of notice by Covered Entity to the Partner that it has received a request for an accounting of disclosures of PHI regarding an individual, the Partner shall make available to Covered Entity such information as is in the Partner's possession and is required for Covered Entity to make the accounting required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to the Partner, the Partner shall, within five (5) days, forward the request to Covered Entity. It shall be Covered Entity's responsibility to prepare and deliver to the Individual any accounting requested.
8. **Access to Books and Records Regarding PHI.** Within ten (10) days of notice by the Covered Entity, the Partner will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the Partner on behalf of, Covered Entity available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Covered Entity compliance with the Final Privacy Rule.
9. **Disposition of PHI Upon Termination.** The Partner will, at termination or expiration of the Services Agreement, if feasible, return or destroy all PHI received from, or created or received by the Partner on behalf of, Covered Entity which the Partner and/or its subPartners or agents still maintain in any form, and will not retain any copies of such information. If such return or destruction is not feasible, the Partner will notify Covered Entity of such event in writing, and will therefore extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.
10. **Representations and Warranties.**

10.1. Mutual Representations and Warranties of the Parties.

Each Party represents and warrants to the other Party:

- (a) that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this Agreement and to perform its obligations described in this Agreement, and that the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate or other actions and that such performance will not violate any provision of any organizational charter or bylaws.

(b) that neither the execution of this Agreement, nor its performance, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance.

(c) that all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement are or shall be appropriately informed of the terms of this Agreement and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all provisions of this Agreement.

(d) that it will reasonably cooperate with the other Party in the performance of the mutual obligations under this Agreement.

11. **Term.** Unless otherwise terminated as provided in Section 12, this Agreement shall become effective on the Effective Date and shall have a term that shall run concurrently with that of the Services Agreement.
12. **Termination.**
  - 12.1. Generally. This Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the Services Agreement; provided, however, certain provisions and requirements of this Agreement shall survive such expiration or termination in accordance with Section 13.
  - 12.2. Termination by the Covered Entity. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement, the Services Agreement and any related agreements if the Covered Entity makes the determination that Partner has breached a material term of this Agreement. Alternatively, and in the sole discretion of Covered Entity, Covered Entity may choose to provide Partner with written notice of the existence of the breach and provide Partner with thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this thirty (30) day period, Partner shall cure said breach to the satisfaction of the Covered Entity within an additional fifteen (15) days. Failure by Partner to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Services Agreement by Covered Entity. If termination is not feasible, Covered Entity has the right to report the breach or violation to the Secretary of the U.S. Department of Health and Human Services.
13. **Effect of Termination.** Upon termination pursuant to Section 12, Partner agrees to return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e) (2) (1), if it is feasible to do so. Prior to doing so, the Partner further agrees to recover any PHI in the possession of its subPartners or agents.

If it is not feasible for the Partner to return or destroy all PHI, the Partner will notify the Covered Entity in writing. Such notification shall include: (i) a statement that the Partner has determined that it is infeasible to return or destroy the PHI in its possession; and (ii) the specific reasons for such determination. Partner further agrees to extend any and all protections, limitations and restrictions

contained in this Agreement to the Partner's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI not feasible.

If it is not feasible for the Partner to obtain from a subPartner or agent any PHI in the possession of the subPartner or agent, the Partner must provide a written explanation to the Covered Entity and require the subPartners and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subPartners' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI not feasible.

14. **Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any third party beneficiary rights in any person.
15. **Amendments; Waiver.** Both the Covered Entity and Partner agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Final Privacy Rule and HIPAA. This Agreement may not be modified, nor shall any provision be waived or amended, except in a writing duly signed by authorized representatives of the Parties. The failure of either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or the right of either Party thereafter to enforce each and every such provision.
16. **Notices.** Any notice required or permitted under this Agreement shall be given in writing and delivered by hand, via a nationally recognized overnight delivery services (e.g., Federal Express), or via registered mail or certified mail, postage pre-paid and return receipt requested, to the following:

Covered Entity:

DeKalb County, Georgia  
Human Services Department  
30 Warren Street S.E.  
Atlanta, Georgia 30317

Partner:

State of Georgia, Department of Human Services  
Two Peachtree Street, NW, 28<sup>th</sup> Floor  
Atlanta, GA 30303-3142

Notice of a change in address of one of the parties shall be given in writing to the other party as provided above.

17. **Regulatory References.** A reference in this Agreement to a section in the Final Privacy Rule means the section in effect or as amended, and for which compliance is required.

18. **Survival.** The respective rights and obligations of Partner under this Agreement shall survive termination of this Agreement.
  
19. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity to comply with the Privacy Rule and which protects the privacy of the Individual.

**INTENDING TO BE LEGALLY BOUND**, the Parties hereto have duly executed this Agreement as of the Effective Date:

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be executed in three (3) counterparts, each to be considered as an original by their authorized representatives, the day and date hereinabove written.

**STATE OF GEORGIA, DEPARTMENT OF HUMAN SERVICES**

**DEKALB COUNTY, GEORGIA**

By: \_\_\_\_\_ (SEAL)  
Signature

\_\_\_\_\_ by Dir (SEAL)  
Michael L. Thurmond  
Chief Executive Officer  
DeKalb County, Georgia

\_\_\_\_\_  
Name (Type or Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax I.D. number

\_\_\_\_\_  
Date

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
BARBARA H. SANDERS, CCC  
Clerk of the Chief Executive Officer and  
Board of Commissioners and  
DeKalb County, Georgia

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

**RECOMMENDED FOR APPROVAL**

**APPROVED AS TO FORM**

\_\_\_\_\_  
Damon Scott, Director  
Human Services Department

\_\_\_\_\_  
County Attorney Signature

\_\_\_\_\_  
County Attorney Name (Typed or Printed)



## ATTACHMENT G – DEKALB COUNTY TRANSPORTATION POLICY & PROCEDURES

### DeKalb County Human Services Transportation Policy & Procedures

**Section: Service Delivery**

**Subject: Transportation Procedures**

#### **Policy**

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DeKalb County Human Services Department Transportation staff will register consumers age 60 or older for transportation services using the following protocols. Those consumers who are currently registered will be subject to the same policies and procedures as new registrants effective immediately.

#### **Procedures**

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##### **DeKalb County Transportation Staff**

Transportation staff will add consumers to the DHS TRIP\$ system to schedule trips using approved format and protocol.

Transportation procedures for scheduling trips is as follows:

1. Consumers will be determined eligible for transportation services based on the need of the consumer and the availability of alternative means of transportation.
2. Limited transportation service is available on Saturday or Sunday. Transportation staff will make every attempt to assist consumer in locating alternate transportation services.
3. A minimum of seventy-two (72) hours advance notice is required to reserve a trip.
4. Reservations are made on a first-come, first-served basis.
5. Consumers can make a reservation up to thirty (30) days in advance of a desired trip.
6. Trips will be scheduled between 6:00 a.m. – 6:00 p.m. Monday through Friday. Only limited transportation service will be provided during non-core hours with priority given to dialysis consumers. Trips should be completed by 6:00 p.m.
7. Consumers must call to cancel a scheduled trip to either the senior center or doctor that they will not take. The consumer must notify the transportation provider sixty (60) minutes prior to the scheduled pick-up time. When a consumer does not show up for the trip and fails to provide sufficient notice of cancellation for the trip, the consumer will be assessed a no show. Any no show will be investigated by DeKalb County to verify that it is valid. Whenever a senior has a no show, they will be suspended from transportation for one (1) week unless DHS determines that it is an administrative no show (see #8 below.) The senior will not be listed for pick up during the week that they are suspended. If the no show occurs Monday or Tuesday, their name will be omitted from the weekly

pickup list for the following week. If the no show occurs Wednesday, Thursday, or Friday, the senior will be omitted from the next weekly pickup list. Senior center consumers will be notified in writing of suspension by the senior center manager. All other transportation consumers will be notified in writing of suspension by OOA staff. After the term of suspension has been completed, consumers may be reinstated by the senior center manager. The number of no shows may be considered when redetermining eligibility for transportation services.

8. An administrative no show occurs when a consumer (senior center participant) incurs a no show which is determined to not be the fault of the consumer. When the senior receives a no show that they believe should be considered an administrative no show, the senior center manager must send a written request to DHS asking for this determination. After investigation by DHS, the transportation provider will be notified if it is determined that the no show is not the fault of the consumer. The administrative no show will be assessed to a neighborhood senior center and not the consumer, and will not count against the consumer.
9. Transportation is not available to persons who are eligible for Medicaid NET benefits. Seniors who are eligible for this service should be referred to the appropriate resource (Southeastrans.)
10. Limited transportation is available to persons who are eligible, and can be picked up from their residence by MARTA Mobility Paratransit services. Exceptions to this policy are as follows:
  - Persons who are currently registered for transportation services with DeKalb County and have a cost share less than MARTA Mobility Paratransit's one-way fare.
  - Persons who are eligible for MARTA Mobility Paratransit and can be picked up from their home, but their destination (medical appointment) is outside of the MARTA service area.
11. Senior center group trips are limited to fifteen (15) hours per month per center, or as determined by the DeKalb County Office of Aging. Group trips are limited to a maximum distance of sixty (60) miles one-way. Only one group trip over 60 miles may occur on any given day and will be scheduled on a first-come, first-served basis. The transportation provider will advise the senior center manager if another group trip over 60 miles is already scheduled on a desired date, and may recommend another day for the trip.
12. All demand response trips shall be limited to a maximum distance of 25 miles one-way.
13. All consumer information must be entered into a database displaying at a minimum each consumer's social security number, formal name, address, phone number, type of service(s) and status. This information should be updated each time the consumer is determined eligible for transportation service or whenever a consumer's file is updated.

### **DeKalb County Fiscal Staff**

DeKalb County Human Services Fiscal Staff shall be responsible for the following:

1. All consumer information must be entered into the database used by Human Services displaying at a minimum each consumer's social security number, formal name, address, phone number, type of service(s) and status. This information should be updated each

time the consumer is determined eligible for transportation service or whenever a consumer's file is updated.

2. Attend a monthly fiscal management meeting to be held on the 3<sup>rd</sup> Wednesday of each month at 10:00 a.m.
3. All financial disputes shall be handled by the Fiscal Officer.
4. The Fiscal Officer will monitor the program budget.

### **DHS Regional Transportation Office (RTO)**

The following are the roles and responsibilities of DHS RTO Staff:

1. Monitor contractor(s) with regard to RFP/contract deliverables, including but not limited to: quality of service, proper handling of consumers, vehicle compliance, driver training requirements, incident/accident reporting, billing procedures, complaint resolution process.
2. Conduct regular on-site visits to contractor(s) office to monitor vehicles, record maintenance compliance and other relevant items.
3. Submit accurate monthly reports and invoices to DeKalb County Human Services Fiscal Officer, Transportation Manager, and Project Monitor by the 13<sup>th</sup> of each month for the prior month's service.
4. Attend monthly fiscal management meetings on the 3<sup>rd</sup> Wednesday of each month and regularly meet with DeKalb County and center staff regarding current service issues.
5. Inform DeKalb County and center staff immediately regarding any pertinent issues.
6. Process contracts, maintain budgets and center trip/funding allocations, process invoices, respond to complaints and any other ad hoc duties that are necessary to ensure quality service is delivered to DeKalb County seniors.
7. Provide to DeKalb County a copy of the Coordinated Transportation System emergency action plan which is currently being developed. DHS will provide updates of this plan to DeKalb County as they are prepared.
8. Provide DeKalb County with Consumer Satisfaction Survey information for July through September by November 15<sup>th</sup> of each contract year to which it applies and in the format required by ARC.
9. Provide DeKalb County with a copy of the current DHS contract with the transportation provider.

### **Transportation Provider**

The following are the roles and responsibilities of the Transportation Provider:

1. Administers, operates, expands and maintains a Coordinated Transportation System for DeKalb County seniors while maintaining proper system capacity (i.e., vehicles, staff) to meet demand.
2. Arrange transportation for consumers who are located in DeKalb County who do not have transportation.
3. Submit trip detail to DHS as back-up documentation with each invoice. Trip detail shall be organized by DHS site and indicate the name of consumers and date trips were provided.

4. Provide and maintain operational records, such as order logs, trip schedules/manifest with origination and destination of trip, cancellations, no show, number of trips, type of trips and mileage to be made accessible to the DHS upon request.
5. Attend monthly fiscal management meetings with DHS & DeKalb County.
6. Adhere to all policies and procedures as outlined in the DHS Transportation manual.
7. The transportation provider will respond in writing to all complaints submitted to DHS. The transportation provider will forward response to DHS, the senior center, and DeKalb County within 48 hours.
8. The transportation provider shall make a reasonable attempt to deliver senior center participants to the senior centers as close as possible to the center's designated opening time.
9. Provide no show reports as required.

### **Senior Center Managers**

The following are the roles and responsibilities of Senior Center Managers:

1. Determine if consumer is appropriate for senior center transportation.
2. Order senior center trips and group trips for senior center participants in accordance with monthly allocations.
3. Review and sign trip order logs to confirm that trips were provided to senior center participants.
4. Educate senior center consumers on trip cancellation procedures and implementation of new no show policy.
5. Notify senior center consumers in writing of suspension for failure to comply with cancellation and no show procedures.
6. Notify DeKalb County, transportation provider and DHS of any change in consumer status, suspensions, terminations, etc.
7. Cancellations for senior center trips and any changes must be entered in TRIP\$ daily before 2:30 p.m.
8. All regularly scheduled group trip forms are to be submitted to the transportation provider no later than the 5<sup>th</sup> day of each month for the following month. Group trip forms for any trips planned later should be submitted at least three days in advance.
9. Submit group trip sign up form or group trip changes at least forty-eight (48) hours prior to the trip. Forms must be submitted no later than 12:30 p.m. If the size of the group changes, the senior center manager must call to inform the transportation provider as soon as they become aware of the change.
10. No show sheets and daily pick up sheets should be signed by the senior center manager and returned to the transportation provider driver on the same day.
11. All communication, questions, and/or concerns should be directed to DHS or to designated transportation provider staff.
12. No one other than authorized persons are allowed to board the vehicle for the purpose of riding, escorting, inspecting, monitoring, and addressing physical safety issues. All non-life threatening issues are to be addressed to DHS.
13. Any and all complaints should be submitted in writing to DHS.

## ATTACHMENT H –

### TITLE VI NOTICE, DISPUTES AND APPEALS PROCEDURES

#### Title VI Notice, Disputes and Appeals Procedure

- A. Title VI. The DeKalb County Human Services Department is committed to ensuring that no person is excluded from participation in or denied the benefits of its services on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964. Subsequent laws and Presidential Executive Orders added handicap, sex, age, or income status to the criteria for which discrimination is prohibited.

The DeKalb County Human Services Department is committed to a policy of non-discrimination in the conduct of its business, including its Title VI responsibilities and to the provision of equitable and accessible transportation services. Any person who believes that he or she has been subjected to discrimination under Title VI on the basis of race, color or national origin may file a Title VI complaint with DeKalb County Human Services Department. Any such complaint must be in writing and submitted to the DeKalb County Human Services Department within one hundred eighty (180) days following the date of the alleged discrimination.

#### **B. Client Grievance/Complaint Procedures**

All participants receiving senior services offered or funded through DeKalb County will be treated fairly in all phases of service delivery. If an individual has a grievance or complaint regarding services received, that individual has a right to seek resolution on the premise that he or she is aggrieved.

#### **C. Circumstances of Grievance/Complaint**

A grievance/complaint may be filed under three circumstances.

1. A client may file a grievance/complaint if the complainant has been terminated from receiving services or denied services for a specific reason related to the policy of the provider agency, or when the issue involves the relationship between the client and the service provider, be it specific staff or the agency as a whole;
2. A client may file a grievance/complaint if the complainant feels that services were improperly denied under the guidelines of the Older Americans Act, Georgia Department for Human Services, or DeKalb County Office of Aging;
3. A client may file a grievance/complaint if the complainant believes that the provisions of the Older Americans Act, regulations, grant or other agreements under the Act have been violated, or the regulations or agreements under any other contract for services have been violated.

#### **D. Resolution of Grievance/Complaint**

1. An attempt must be made to resolve such matters through the service provider's policies for handling client grievances or complaints.

2. If the client is still aggrieved after the service provider's grievance process is exhausted, the complainant has the right to request a review of the provider's decision to DeKalb County Human Services Transportation Office. The Transportation Office will review the provider's decision with the option of either accepting or overturning the provider's decision. A request for a review should be written to:

Manager  
DeKalb County Human Services Transportation  
30 Warren Street S.E.  
Atlanta, GA 30317

3. If the client is still aggrieved after the Human Services Transportation Manager's decision, the complainant has the right to request an informal hearing with the DeKalb County Human Development Department. The complainant has the right to receive assistance in filing a request for a hearing from the case manager. A request for an informal hearing should be written to:

Director  
DeKalb County Human Services Department  
30 Warren Street S.E.  
Atlanta, GA 30317

4. The Human Services Department will present the complaint to a Grievance Committee that may include the Project Monitor, the Department Assistant Director or Director, the Transportation Manager; a representative of at least one CBA subcontracting agency; and at least one citizen representative. The complainant and a representative are encouraged to attend the hearing to express and substantiate the complaint. The Grievance Committee will conduct the informal hearing within seven (7) working days of receiving the written request for hearing and will present its findings to the complainant(s) and to the Office of the Chief Executive Officer of DeKalb County within five (5) working days of the informal hearing.

**E. For Federal- and State-funded services only**

If the client is still aggrieved after the County's grievance process is exhausted, the complainant(s) may request an informal hearing with the Atlanta Regional Commission Aging Division. A request for an informal hearing should be written to:

Director, Area Agency on Aging  
Atlanta Regional Commission  
229 Peachtree St. N.E. Suite 100  
Atlanta, GA 30303

All grievance(s)/complaint(s) shall contain the following:

1. The full name, telephone number (if any), and address of the person(s) making the complaint;
2. The full name and address(es) of the respondent(s) against whom the complaint is made;
3. A clear and concise statement of the facts, including pertinent dates;
4. Information regarding attempts at an informal resolution; and
5. The provision(s) of the Older Americans Act, regulations, grant or other agreements under the Act or other program guidelines which is/are believed to have been violated, if applicable.

**F. Disputes involving a contractor**

Any dispute concerning a question of fact arising under contract between DeKalb County government and the State of Georgia, Department Human Services shall be submitted in writing to:

Director  
DeKalb County Human Services Department  
30 Warren Street S.E.  
Atlanta, GA 30317