

COUNTY OF LE SUEUR  
STANDARD AGREEMENT

THIS AGREEMENT, by and between the County of Le Sueur, Minnesota, hereinafter referred to as “County”, and Aging Services for Communities, 212 1<sup>st</sup> Street South, PO Box 7, Montgomery, Minnesota, hereinafter referred to as “Provider”.

RECITALS:

- a. Provider is qualified for the purpose of providing transportation; and
- b. The County seeks to enter into an agreement for the provision of transportation through the volunteer drivers program.

NOW THEREFORE, in consideration of the mutual undertakings and agreement contained within this agreement, the County and Provider hereby agrees as follows:

1. **Compensation and Terms of Payment**

a. Compensation

Provider shall be compensated at an administrative rate of \$17.50 per trip.

Provider shall be reimbursed for “no-show” pick-ups and cancellations at the above rates and are reviewed on a case-by-case basis.

Volunteer drivers shall be reimbursed a stipend of \$6.00 for trips 10 miles and under and \$12.00 for trips 11 miles or more, plus the current IRS mileage reimbursement and approved meals and parking expenses.

b. Terms of Payment

- 1) Provider shall submit original invoices on a bi-weekly basis to the authorized agent of the County for payment of work completed. The authorized agent shall have the authority to review the invoices, and no payment shall be made without the approval of the authorized agent. The authorized agent of the County shall make payments within thirty (30) days after receipt of invoices for services performed and acceptance of such services.

2. **Condition of Payment**

All services provided by Provider pursuant to this agreement shall be performed to the satisfaction of the County, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Payment shall be withheld for work found by the County to be unsatisfactory, or performed in violation of federal, state and local laws, ordinances, rules or regulations.

**3. Scope of Services**

Provider agrees to furnish the following services during the term of the agreement:

Provider will provide transportation services for County identified clients through their network of volunteer drivers.

Responsibilities of Provider:

1. Make transportation arrangements with drivers upon request from the County.
2. Conduct criminal background checks on each driver and provide verification to the County upon request.
3. Ensure that the drivers meet minimum insurance requirements as set out below and provide verification to the County upon request.

Responsibilities of County:

1. Verify that no other means of transportation is available.
2. Contact Provider with request information.
3. Assess the client's potential for dangerous behavior prior to transport occurring. If the client is determined unsafe to transport, the County will not refer the client to the Provider.

**4. Effective Date of Contract**

This agreement shall be effective January 1, 2020

**5. Term of Contract**

This agreement shall remain in effect until December 31, 2020 or until all obligations set forth in this agreement have been satisfactorily fulfilled or unless earlier terminated as provided, whichever occurs first.

**6. Authorized Agents**

Le Sueur County shall appoint an authorized agent for the purpose of administration of this agreement. Provider is notified of the authorized agent of Le Sueur County as:

Deb Serich, Financial Assistance Supervisor  
Le Sueur County Human Services  
88 South Park Avenue  
Le Center, MN 56057  
507-357-8514  
507-357-6122 FAX  
[dserich@co.le-sueur.mn.us](mailto:dserich@co.le-sueur.mn.us)

The County is notified the authorized agent for the Provider is as follows:

Karen Hiscox, Executive Director/CFO  
Aging Services for Communities (ASC)  
212 1<sup>st</sup> Street South  
PO Box 7  
Montgomery, MN 56069  
507-364-5663, Ext. 3  
507-364-5454 FAX  
karen@aging-services.org

**7. County and State Audit**

Pursuant to Minn. Stat. Section 16C.05, Subd. 5 (2007), the books, records, documents, and accounting procedures and practices of Provider relative to this agreement shall be subject to examination by County and the State Auditor. Complete and accurate records of the work performed pursuant to this Agreement shall be kept by Provider for a minimum of six (6) years following termination of this Agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the County regarding matters to which the records are relevant. The retention period shall be automatically extended until the authorized agent of the County notifies Provider in writing that the records need no longer be kept.

**8. Indemnity**

Provider agrees to defend, indemnify, and hold the County, its employees and official harmless from any claims, demands, action or causes of action, including reasonable attorney's fees and expenses resulting directly or indirectly from any negligent act or omission on the part of the provider, its volunteers, or its subcontractors, partners or independent contractors or any of their agents or employees, in the performance of or with relations to any of the work or services to be performed or furnished by the vendor, its volunteers, or the subcontractors, partners or independent contractors or any of their agents or employees under the Agreement.

Provider shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by Provider under this Agreement. Provider shall, without additional compensation, correct or revise any errors or deficiencies in Provider's final reports and services.

**9. Insurance**

Provider shall not commence work under this Agreement until it has obtained, at its own cost and expense, all insurance required herein. All insurance coverage is subject to approval of the County and shall be maintained by Provider until final completion of the work.

**a. Workers' Compensation**

1. State: Minnesota – Statutory
2. Employer's Liability with minimum limits of:
  - Bodily Injury by Accident: \$100,000 each Accident
  - Bodily Injury by Disease: \$100,000 each Employee
  - Bodily Injury by Disease: \$500,000 policy limit
3. Benefits required by union labor contracts: as applicable

In the event Provider is a sole proprietor and has not elected to provide workers' compensation insurance, Provider shall be required to execute and submit an affidavit of sole proprietorship in a form satisfactory to the County before entering into the Agreement.

**b. Commercial General Liability**

Including Premises, Operations, Products, Completed Operations, Advertising and Personal Injury Liability, with the following minimum limits of liability:

- \$2,000,000 Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal Injury & Advertising Injury
- \$1,000,000 Occurrence
- \$ 100,000 Fire Damage Limit
- \$ 5,000 Medical Expense

Policy should be written on an occurrence basis and include explosion, collapse and underground. The County shall be named as an additional insured.

**c. Proof of Insurance**

Insurance certificates evidencing that the above insurance is in force with companies acceptable to County and in the amounts required shall be submitted to County for examination

**d. Insurance Verification:**

Provider will be responsible to verify that the volunteer maintains adequate auto insurance coverage on the vehicle used in transporting clients, in accordance with the requirements of the Provider. Provider will maintain copies of each driver's auto liability insurance and provide copies to the County upon request.

**10. Subcontracts**

Provider shall not subcontract any portion of the work to be performed under this agreement nor assign this agreement without the prior written approval of the authorized agent of the county. Provider shall ensure and require that any

subcontractor agrees to and complies with all of the terms of this agreement. Any subcontractor of Provider used to perform any portion of this agreement shall report to and bill Provider directly. Provider shall be solely responsible for the breach, performance or nonperformance of any subcontractor.

**11. Host County Contract**

This agreement may be accessed as a Host County Agreement under applicable law and rules of the Minnesota Department of Human Services. All local agencies that purchase services from Provider shall abide by the terms of this Agreement. Such local agencies shall be financially under the terms of this Agreement for those clients they refer to Provider for services. County shall monitor the terms of this Agreement and shall make available, upon request of other local agencies, copies of this Agreement.

**12. Force Majeure**

County and Provider agree that Provider shall not be liable for any delay or inability to perform this agreement, directly or indirectly caused by, or resulting from, strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot civil commotion, lack of material, delays of transportation, acts of God or other cause beyond reasonable control of Provider and the County.

**13. Data Practices**

Provider, its agents, employees, volunteers, and any subcontractors of Provider, in providing all services hereunder, agree to abide by the provisions of the Minnesota Data Practices Act., Minn. Stat. Ch. 13, as amended, and Minn. Rules promulgated pursuant to Ch. 13. Provider understands that it must comply with these provisions as if it were a government entity. Provider agrees to indemnify and hold the County, its officers, department heads and employees harmless from any claims resulting from the Provider's unlawful disclosure or use of data protected under state and federal laws.

**14. Health Insurance Portability And Accountability Act Of 1996**

Both parties are covered entities under the Health Insurance Portability and Accountability Act (HIPAA). Provider agrees to treat all Personal Health Information in a confidential and private manner and to comply with all applicable requirements of this Act. Failure to comply with HIPAA standards may result in the termination of this Agreement.

**15. Termination**

This agreement may be terminated by either party, with or without cause upon 30 days' written notice to Provider or the Authorized Agent of the County.

**16. Independent Contractor**

It is agreed that nothing contained in this agreement is intended nor should be construed as creating the relationship of a partnership, joint venture, or association with the County and Provider. Provider is an independent

contractor, and it, its employees, agents, subcontractors, and representatives shall not be considered employees, agents or representatives of the County. Except as otherwise provided herein, Provider shall maintain, in all respects, its present control over the means and personnel by which this agreement is performed. From any amounts due Provider, there shall be no deduction for federal income tax, FICA payments, state income tax, or for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Provider.

**17. Notices**

Any notices to be given under this agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same with the United States Postal Service, addressed to Provider at its address stated herein, and to the authorized agent of the County at the address state herein.

**18. Controlling Law**

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this agreement, the legal relations between the parties and performance under the agreement. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Le Sueur, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota. If any provision of this contract is held invalid, illegal or unenforceable, the remaining provision will not be affected.

**19. Successors and Assigns**

The County and Provider, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this agreement and to the partners, partners, successors, assigns and legal representatives of such other party with respect to all covenants of this agreement. Neither the County nor Provider shall assign, sublet, or transfer any interest in this agreement without the prior written consent of the other.

**20. Equal Employment and Americans with Disabilities**

In connection with the work under this agreement, Provider agrees to comply with the applicable provision of state and federal equal employment opportunity and nondiscrimination statues and regulations. In addition, upon entering into this agreement, Provider certifies that it has been made fully aware of Le Sueur County's Equal Opportunity and Americans with Disability Act Policy, attached hereto and incorporated hereto and incorporated herein as Exhibit A through both oral and written communications, that it supports this policy and that it will conduct its own employment practices in accordance therewith. Failure on the part of the Provider to conduct its own employment

practices in accordance with County Policy may result in the withholding of all or part of regular payments by the County due under this agreement unless or until Provider complies with the County policy, and/or suspension or termination of this agreement.

**21. Changes**

The parties agree that no change or modification to this agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this agreement. The execution of the change shall be authorized and signed in the same manner as for this agreement.

**22. Severability**

In the event any provision of this agreement shall be held invalid and unenforceable, the remaining provision shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the agreement to fail its purpose. One or more waivers by either part of any provision, term, condition or covenant shall not be construed by the other parts as a waiver of a subsequent breach of the same by the other party.

**23. Entire Agreement**

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the County and Provider relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

LE SUEUR COUNTY

AGING SERVICES FOR COMMUNITIES

By \_\_\_\_\_  
Board Chair

By \_\_\_\_\_  
Karen Hiscox, Executive Director/CFO

Date \_\_\_\_\_

Date \_\_\_\_\_

Attest \_\_\_\_\_  
Darrell Pettis  
County Administrator

Approved as to form: \_\_\_\_\_  
Brent Christian  
County Attorney

Date \_\_\_\_\_

Date \_\_\_\_\_