

AGREEMENT BETWEEN the COUNTY of McHENRY
AND
SENIOR CARE VOLUNTEER NETWORK
FOR
SENIOR TRANSPORTATION SERVICES

THIS AGREEMENT, entered into this 17 day of October, 2023 by and between the County of McHenry (herein after called the “County”) and Senior Care Volunteer Network; and

WHEREAS, in order to provide for a comprehensive and coordinated system of transportation in McHenry County, it is necessary to undertake a multi-year approach to the planning of said system; and

WHEREAS, the McHenry County Board has approved the McHenry County 2040 Long Range Transportation Plan, 2023 to 2027 Transportation Program, and 2018 Transit Plan Update; and

WHEREAS, the McHenry County Board has authorized a policy on the utilization of the County Regional Transportation Authority quarter cent sales tax for the purposes of funding the McHenry County Board’s approved multi-year transportation plans; and

WHEREAS, the annual update of the five year Transportation Program includes a line item each year for “Volunteer Driver and Transit Enhancement” to be paid for with County Regional Transportation Authority funds; and

WHEREAS, with the approval of the McHenry County Board, the County has provided funding to the Senior Care Volunteer Network (formerly known as Faith in Action of McHenry County) in 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, and 2023 to provide senior transportation services consistent with the goals and objectives of the County’s aforementioned multi-year plans; and

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

Senior Care Volunteer Network shall continue to provide Transportation Services for seniors who are residents of McHenry County. In relation to these Transportation Services, Senior Care Volunteer Network shall work to increase fuel rewards for their volunteer drivers, increase the number of fulfilled transportation requests or trip-miles driven, and increase volunteer recruitment for Transportation Services,). The cost of the service shall be determined by the policies and procedures required by Senior Care Volunteer Network as called for under Section VI. SPECIAL CONDITIONS.

B. Program Delivery

The County shall provide funding in the sums specified in Section III. GRANT BUDGET for salaries and fringe benefits, fuel, and database management for trip scheduling and reporting associated with the operation of Transportation Services.

C. General Administration

Senior Care Volunteer Network shall provide all administration, advertising, publicity and liability insurance connected with the operation of Transportation Services. Drivers operating any vehicle used in the operation of Transportation Services shall at all times be in possession of the appropriate driver's license as required for the operation of such vehicle under the laws and regulation in effect by the Illinois Secretary of State during the period of this Agreement. Volunteer drivers for Senior Care Volunteer Network are also required to have personal automobile insurance coverage.

D. Levels of Accomplishment

Senior Care Volunteer Network shall log every trip and register all riders. A trip is defined as a one way ride when a driver is transporting a client. Senior Care Volunteer Network shall provide a monthly report to the County which includes rider, trip and mileage data. A representative from Senior Care Volunteer Network shall attend quarterly Public Transportation Advisory Committee (PTAC) meetings. Updates on ridership figures, program updates, and/or pertinent information shall be presented at these PTAC meetings at the request of MCDOT staff.

E. Staffing

Senior Care Volunteer Network shall ensure that an adequate staffing level is provided at all times during the period of this Agreement to meet the needs of the proposed operation of Transportation Services.

F. Performance Monitoring

The County will monitor Senior Care Volunteer Network's achievement of the goals described herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. Senior Care Volunteer Network shall begin to correct any substandard performance noted in writing by the County within thirty (30) days of written notice thereof unless an extension of this time limit is permitted by the County in writing. If action to correct such substandard performance is not taken by Senior Care Volunteer Network, contract suspension or termination procedure will be initiated.

II. TIME OF PERFORMANCE

Services of Senior Care Volunteer Network shall start anew on the 1st day of December, 2023 and end on the 30th day of November, 2025. All billings for contracted services must be submitted for payment within sixty (60) days from the expiration date of the contract term.

III. GRANT BUDGET

The County shall provide funding in the following sums, to be allocated by Senior Care Volunteer Network, in its discretion, subject to the restrictions set forth in this Agreement:

Salary, Fringe, Database and Fuel	\$70,000 in FY2024
Salary, Fringe, Database and Fuel	\$70,000 in FY2025
TOTAL GRANT:	\$140,000

Prior to the start of each fiscal year, Senior Care Volunteer Network shall provide the County with a line item budget of how the annual funding will be allocated among the eligible expenditure categories.

IV. PAYMENT

Payments shall be made on a monthly basis beginning with the month of December 2023, and each month thereafter, upon submission by Senior Care Volunteer Network to the County of a satisfactory monthly report of their expenditures for the previous month. Payments of eligible expenses shall be made against the budget specified in Section III GRANT BUDGET herein and in accordance with performance. Payments of eligible expenses shall be consistent with the line item budget provided by Senior Care Volunteer Network to the County before the beginning of each fiscal year.

Payments are contingent upon the County’s receipt of a monthly report of trip, rider, and mileage data. The reports shall include a year-to-date financial statement for Transportation Services, including: a statement of contract balance; a statement of applicable expenditures; changes in the fund balances enumerated according to line items; an analysis of expenditures by line item compared to budget projections; and number of unduplicated clients and trips provided.

Payments shall be consistent with the approved budget and any County policies concerning payments. Payments may also be contingent upon certification of Senior Care Volunteer Network’s financial management system. The County may request a copy of Senior Care Volunteer Network’s most recent annual audit to ensure financial soundness. .

V. NOTICES

Communications and details concerning this contract shall be directed to the following contact representatives and shall be sent by regular mail as follows:

County of McHenry:

McHenry County Division of Transportation
Attention: Joseph R. Korpalski, Jr., Director of Transportation/County Engineer
16111 Nelson Road
Woodstock, IL 60098

Senior Care Volunteer Network:

Senior Care Volunteer Network
Attention: Sarah Schrempf, Executive Director
42 East Street, Suite C
Crystal Lake, IL 60014

VI. SPECIAL CONDITIONS

Senior Care Volunteer Network shall establish and maintain a Policies and Procedures Manual for the operation of Transportation Services. Said manual shall address operation matters including, but not limited to: hours of operation, scheduling rides, accident procedures, insurance coverage, conduct of drivers, employee policies, scope of assistance to be provided to clients, charge per ride (if any), and related management matters.

Senior Care Volunteer Network shall coordinate Transportation Services with other transportation programs operated by other agencies in the geographic service area to avoid duplication of service.

VII. GENERAL CONDITIONS

A. General Compliance

Senior Care Volunteer Network agrees to comply with all applicable state and local laws, regulations and policies governing the funds provided under this Agreement. Senior Care Volunteer Network further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Senior Care Volunteer Network shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The County shall be exempt from payment of any Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as Senior Care Volunteer Network is an independent contractor.

C. Hold Harmless

Senior Care Volunteer Network agrees to indemnify, hold harmless and defend the County, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the scope of service covered by this contract upon award. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the County, its agents, servants, or employees or any other person indemnified hereunder.

D. Workers' Compensation

Workers' Compensation Insurance will cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include employer's liability with minimum limits or \$100,000 for each incident.

E. Insurance

1. General Requirement

Senior Care Volunteer Network shall maintain for the duration of the Agreement and any extensions thereof, at Senior Care Volunteer Network's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the County, which generally requires that the company(ies) be assigned a Best's Rating of "A" or higher with a Best's financial size category of Class XIII or higher, in the following types of amounts:

(a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury, Professional Liability and Contractual Liability; limits of liability not less than:

\$1,000,000 per occurrence and \$2,000,000 in the aggregate

(b) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than:

\$1,000,000 per occurrence, combined single limit for
Bodily Injury and Property Damage Liability

2. Certificate of Insurance

Senior Care Volunteer Network agrees that with respect to the above required insurance that:

(a) The County shall be provided with Certificates of Insurance evidencing the above required insurance, prior to the commencement of the Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. Senior Care Volunteer Network shall name the County as additional insured on all liability policies, and acknowledges that any insurance maintained by the County shall apply in excess of, and not contribute to, insurance provided by Senior Care Volunteer Network;

(b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;

(c) Senior Care Volunteer Network shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirements shall be stated on the Certificate of Insurance;

(d) Subcontractors, if any, shall comply with the same insurance requirements;

(e) Acceptance of approval of insurance shall in no way modify or change the indemnity or hold harmless clauses in this Agreement, which shall continue in full force and effect; and

(e) Insurance Notices and Certificates of Insurance shall be provided to:

McHenry County
Division of Transportation
Attn: Director of Transportation/County Engineer
16111 Nelson Road
Woodstock, Illinois 60098

F. County Recognition

Senior Care Volunteer Network shall ensure recognition of the role of the County in providing services through this Agreement. All activities, services and capital items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Senior Care Volunteer Network will include a reference to the support provided herein in all publications and materials made possible with funds made available under this Agreement.

H. Amendments

Any amendment to this Agreement must be executed in writing and signed by a duly authorized representative of Senior Care Volunteer Network and the County. However, the County may, in its discretion, amend this Agreement without Senior Care Volunteer Network approval to conform with state or local governmental guidelines, policies, and available funding amounts.

I. Suspension or Termination

The County may suspend or terminate this Agreement, in whole or in part, if Senior Care Volunteer Network materially fails to comply with any terms of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the County may declare Senior Care Volunteer Network ineligible for any further participation in the County's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe that Senior Care Volunteer Network is in noncompliance with any applicable rules or regulation, the County may withhold up to one hundred (100) percent of said contract funds until such time as Senior Care Volunteer Network is found to be in compliance by the County, or is otherwise adjudicated to be in compliance. The County will notify Senior Care Volunteer Network in writing of any action to suspend or terminate prior to taking such action.

The County may suspend or terminate this Agreement, in whole or in part, if funding from the County Regional Transportation Authority Funds becomes unavailable or diminished for any reason. In the event this Agreement is suspended or terminated due to a lack of funding, the County will notify Senior Care Volunteer Network in writing that this Agreement is suspended or terminated. If the County suspends or terminates this Agreement in whole or in part due to a lack of funding, the County will not be liable for any loss or damage to Senior Care Volunteer Network that results directly or indirectly from said suspension or termination.

J. TERMINATION BY COUNTY:

Pursuant to requirements imposed under Illinois law, the County shall have 120 days after each election of county board members to terminate this Agreement, without cause and without penalty.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Accounting Standards

Senior Care Volunteer Network agrees to utilize adequate accounting standards and internal controls and maintain necessary source documentation for all costs incurred.

B. Documentation and Record-Keeping

1. Records to be Maintained

Senior Care Volunteer Network shall maintain records providing a full description of each transportation activity undertaken (“trip data”). Senior Care Volunteer Network shall also maintain adequate records on all clients receiving services under this Agreement (“rider data”). Trip data shall contain, at a minimum, Passenger ID, Date of Trip, Pick Up Time, Drop Off Time, Pick Up Location, Drop Off Location, and Trip Purpose. Rider data shall contain, at a minimum, Passenger ID, Date of Birth, Address, City of Residence, ZIP Code of Residence, Disability if Applicable, Mobility Aids if Applicable, and Income Level. Such information shall be provided to the County upon request .

2. Retention

Senior Care Volunteer Network shall retain all records pertinent to expenditures incurred under this contract in accordance with records retention guidelines and schedules under the State of Illinois Local Records Act (50 ILCS 205). Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Disclosure

Senior Care Volunteer Network understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County’s or Senior Care Volunteer Network’s responsibilities with respect to services provided under this Agreement, is prohibited, unless written consent is obtained from such person receiving the service.

4. Close-Outs

Senior Care Volunteer Network’s obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period may include, but are not limited to submitting final reimbursement requests, submitting annual trip and rider reports, submitting audit documents, and verifying the proper custodianship of relevant records.

5. Audits and Inspections

All Senior Care Volunteer Network records with respect to any matters covered by this Agreement, shall be made available to the County, or its designee, at any time during normal business hours, as often as the County deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Senior Care Volunteer Network within 30 days after notice to Senior Care Volunteer Network. Failure of Senior Care Volunteer Network to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Senior Care Volunteer Network hereby agrees to submit a copy of their most recent audit, upon request by the County. Senior Care Volunteer

Network shall provide the County with a monthly financial statement, including a statement of contract balance, a statement of relevant expenditures, and a cumulative year to date statement of expenditures as required under Section IV. PAYMENT.

In addition to the foregoing, when requested, Senior Care Volunteer Network agrees to provide, within ninety (90) days after the close of its fiscal year, a certified audit of the financial statements and internal management procedures relating to the Activities funded, by an independent auditor.

C. Reporting and Payment Procedures

1. Payment Procedures

The County will make payments to Senior Care Volunteer Network as described in Section IV. PAYMENT.

2. Annual Report

Senior Care Volunteer Network shall submit a consolidated annual report for the term of the Agreement which will include the number of unduplicated riders served and the number of service units (trips) provided under Transportation Services. Failure to submit the required annual report in a timely fashion may result in a delay by the County in providing disbursement of funds until such annual report is filed and accepted by the County.

D. Procurement

1. Compliance

Senior Care Volunteer Network shall procure all materials or services in accordance with the requirements of (30 ILCS 500) Illinois Procurement Code and the rules promulgated thereunder (44 ILL. Admin. Code 1).

IX. REGULATORY COMPLIANCE

A. Civil Rights

No person shall illegally be excluded from employment rights in, participation in, or be denied the benefits of, the Scope of Service which is the subject of this Agreement on the basis of race, sex, age, gender, religion, alienage, national origin or disability.

Senior Care Volunteer Network shall adhere to all requirements of the County, State, and Federal laws with respect to nondiscrimination in employment, services and facilities. Any solicitation shall contain a notice of nondiscrimination on the basis of sex, race, religion, color, national origin, age and handicap and any recruitment for employment shall include a commitment to equal opportunity. Senior Care Volunteer Network shall furnish all

information and reports required by the County and will permit access to books, records and accounts for purposes of investigations to ascertain compliance with the above.

Senior Care Volunteer Network, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and applicable rules in performance under this Agreement.

B. Drug Free Workplace

Senior Care Volunteer Network will, pursuant to the Drug Free Workplace Act, provide a drug free workplace as per (30 ILCS 580).

C. Conflicts of Interest

Senior Care Volunteer Network agrees and covenants that it presently has no financial interest and shall not acquire any financial interest direct or indirect, which would conflict in any manner of degree with the performance of services required under this Agreement. Senior Care Volunteer Network further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by Senior Care Volunteer Network hereunder. These conflicts of interest provisions apply to any person who is an employee, agent consultant, officer, or elected official or appointed official of the County, or of any designated public agencies receiving funds under the Volunteer Drive and Transit Enhancement Program.

D. Assignability

Senior Care Volunteer Network shall not assign or transfer any interest in this Agreement without the prior written consent of the County. Senior Care Volunteer Network shall not enter into any subcontract with any agency or individual in the performance of this contract without the written consent of the County prior to the execution of such agreement. Senior Care Volunteer Network will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

E. Selection Process

Senior Care Volunteer Network shall ensure that all personnel hired in position(s) in performance of this Agreement shall have the opportunity to interview for said position(s) based on a public notice of position(s) availability. All position(s) shall have a valid job description which will be made available to person(s) interviewing for such position(s).

X. COMPLIANCE WITH LAWS

A. With respect to employees, laborers, contractors, subcontractors and any and all other persons entities employed, directed or controlled by Senior Care Volunteer Network, and whose services are used in the fulfillment of any contractual agreement or obligation with the County, Senior Care Volunteer Network hereby agrees and promises that they will carry out all necessary actions to ensure compliance with the documentation requirements and all other terms, provisions and requirements of the Immigration Reform and Control Act of 1986, as amended, 8 U.S.C.A. Sect, 1324a et. seq.

B. With respect to employees, laborers, contractors, subcontractors and any and all other persons or entities employed, directed or controlled by Senior Care Volunteer Network, and whose services are used in fulfillment of any contractual agreement or obligation with the County, Senior Care Volunteer Network hereby agrees and promises that it will carry out all necessary actions to ensure compliance with the terms, provisions and requirements of the Federal Minimum Wage Act, 29 U.S.C.A. Sec. 201 et. seq.

C. With respect to employees, laborers, contractors, subcontractors and any and all other persons or entities employed, directed or controlled by Senior Care Volunteer Network, and whose services are used in fulfillment of any contractual agreement of obligation with the County, Senior Care Volunteer Network hereby agrees and promises that they will carry out all necessary actions to ensure compliance with the terms, provisions and requirements of the Prevailing Wage Act, 820 ILCS 130/01 et. seq., as amended; and McHenry County's corresponding Ordinance regarding prevailing wages.

D. The parties agree that any non-compliance by Senior Care Volunteer Network with paragraphs 1, 2, or 3 above, shall render this Agreement voidable at the sole discretion of the County with right to cure under Section I., Scope of Services, Part F., Performance Monitoring.

XI. CONTROLLING LAW

The parties agree that any dispute, action, claim, cause of action, breach of contract, or other remedy or relief sought pursuant to the provisions of this Agreement shall be controlled and decided by the laws of the State of Illinois. The parties further agree that the appropriate venue for such disputes shall be the Circuit Court for the 22nd Judicial Circuit, McHenry County, Illinois.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above,

County of McHenry

Senior Care Volunteer Network

By: _____
Michael Buehler

By: _____
Sarah Schrempf

Title: Chairman McHenry County Board

Title: Executive Director