

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

THIS AGREEMENT, entered into this 15th day of October, 2013 by and between the County of McHenry (herein after called the “County”) and Senior Care Volunteer Network; and

WHEREAS, the McHenry County Board approved a McHenry County Transit Plan as the long-range transit plan for McHenry County on November 15, 2005; and

WHEREAS, the McHenry County Board appointed the McHenry County Transit Plan Implementation Task Force on March 23, 2006 to begin implementation of the approved County Transit Plan; and

WHEREAS, the McHenry County Board authorized a policy on the utilization of the County Regional Transportation Authority funds on August 5, 2008; and

WHEREAS, said policy on the utilization of the new quarter cent sales tax stated that the funds generated be used for the purposes of funding the McHenry County Board’s approved long-range transportation plan which is updated annually; and

WHEREAS, the McHenry County Board approved the FY 2013 to 2017 Highway Improvement Program, the annual update of the long-range transportation plan on June 18, 2013; and

WHEREAS, the annual update of the long-range transportation plan included \$100,000 each year in County Regional Transportation Authority funds for “Volunteer Driver and Transit Enhancement” to be re-evaluated annually in the Highway Improvement Program (HIP); and

WHEREAS, after due deliberation by the Implementation Task Force in 2009, and with the approval of the County, funding for Senior Care Volunteer Network for transportation services (herein after called “Transportation Services”) as proposed by Senior Care Volunteer Network was approved; and

WHEREAS, the County has provide funding to the Senior Care Volunteer Network (formerly known as Faith in Action) in 2010, 2011, 2012, and 2013 to providing transit services consistent with the goals and objectives of the County Transit Plan; and

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

I. SCOPE OF SERVICE

A. Activities

Senior Care Volunteer Network shall continue to coordinate Transportation Services with McHenry County Veterans Assistance Commission, increase their fuel rewards for volunteers, increase the number of fulfilled transportation requests by twenty percent, 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 cost associated with the operation of Transportation Services.

The County shall also provide funds in the sums specified in Section III. GRANT BUDGET for fuel cost associated with the operation of Transportation Services.

The County shall also provide funds in the sums specified in Section III. GRANT BUDGET for salaries and fringe benefits cost associated with data management and reporting for 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.

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 for each client. Senior Care Volunteer Network shall provide a report to the County on a monthly basis and provide trip and rider data to the County on a bimonthly basis. A representative from Senior Care Volunteer Network shall attend bimonthly Paratransit Coordination Council meetings.

E. Staffing

Senior Care Volunteer Network shall insure 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 the performance of Senior Care Volunteer Network against goals and performance standards required 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 on the 1st day of December, 2013, and end on the 30th day of November, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which Senior Care Volunteer Network requests in writing to complete the Scope of Service if such request is approved by the County. All billings for contracted services must be submitted for payment within sixty (60) days from the expiration date of the contract term.

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III. GRANT BUDGET

Salary, Fringe, and Fuel	\$60,000 in FY2014
Salary, Fringe, and Fuel	\$60,000 in FY2015
Salary, Fringe, and Fuel	\$60,000 in FY2016
TOTAL GRANT:	\$180,000

IV. PAYMENT

Payments shall be made on a monthly basis commencing with the month of December 2013, and each and every month thereafter, upon submission by Senior Care Volunteer Network of a satisfactory monthly report of their expenditures for the previous month to the County. Parties shall reconcile payments with actual expenditures at least quarterly. Payments of eligible expenses shall be made against the line item budget specified in Paragraph III GRANT BUDGET herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III GRANT BUDGET, if applicable, and in accordance with performance.

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Payments are contingent upon receipt of monthly trip and rider data reports. The reports shall include an annual financial statement for Transportation Services, including: a statement of contract balance; a statement of revenue and expenditures, including changes in fund balances itemized according to Paragraph III GRANT BUDGET; an analysis of expenditures and revenues by services provided compared to budget projections; a cumulative year-to-date statement of revenue; and number of unduplicated clients and trips provided under Transportation Services.

Payments may be contingent upon certification of Senior Care Volunteer Network's financial management system. The County shall rely on the standards as specified under the federal OMB Circular A-122 "Cost principals for Non-Profit Organizations" in assessing Senior Care Volunteer Network's financial management system.

V. NOTICES

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

County:

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

Senior Care Volunteer Network:

Senior Care Volunteer Network
Attention: Sarah Ponitz, Executive Director
7105 Virginia Road, Suite 21
Crystal Lake, IL 60014

VI. SPECIAL CONDITIONS

Senior Care Volunteer Network shall put in place 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 paratransit 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 law, regulation 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 will agree 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.

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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 contract 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
16111 Nelson Road
Woodstock, Illinois 60098

F. County Recognition

Senior Care Volunteer Network shall insure 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

The Agreement may not be amended without County approval. 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. Such amendments shall not invalidate this Agreement, nor relieve or release Senior Care Volunteer Network from its obligations under this Agreement. However, the County may amend this Agreement without Senior Care Volunteer Network approval under certain limited conditions as noted in this section.

The County may, in its discretion, amend this Agreement to conform with state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by the County and Senior Care Volunteer Network.

I. Suspension or Termination

As provided in Sections I and F 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.

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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 comply with OMB Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations and agree to adhere to the accounting principles and procedures required therein, utilize adequate 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 activity undertaken ("trip data"). Senior Care Volunteer Network shall maintain adequate records on all clients receiving services under this Agreement as appropriate ("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, Personal Care Attendant if applicable, and Income Level. Such information shall be provided to the County on a bimonthly basis and made available to the County monitors, or their designees, for review 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 shall include, but are not limited to: making final payments, disposing of program assets, including the return of all unused materials, equipment, unspent cash advances, and accounts receivable to the County, and determining the custodianship of 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 have an annual audit conducted in accordance with OMB Circular A-133. Senior Care Volunteer Network shall provide the County with a quarterly financial statement, including a statement of contract balance, a statement of revenue and expenditures, and a cumulative year to date statement of revenue as required under Section IV. PAYMENT.

In addition to the foregoing, 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 pay to Senior Care Volunteer Network funds available under this Agreement based upon information submitted by Senior Care Volunteer Network and consistent with any approved budget and County policy concerning payments.

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

1. 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.

2. 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).

3. 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 transit grant program.

4. 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.

5. Selection Process

Senior Care Volunteer Network shall undertake to insure that all subcontracts let in performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be available for inspection of Senior Care Volunteer Network along with documentation concerning the selection process.

Senior Care Volunteer Network shall insure 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

1. 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 insure 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.

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2. 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 insure compliance with the terms, provisions and requirements of the Federal Minimum Wage Act, 29 U.S.C.A. Sec. 201 et. seq.

3. 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 insure 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.

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4. 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 Paragraph I. Suspension or Termination.

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,

McHenry County

Senior Care Volunteer Network

By: _____
Tina R. Hill

By: _____
Sarah Ponitz

Title: Chairwoman McHenry County Board

Title: Executive Director

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