



MAHUBE - OTWA Community Action Partnership, Inc.

Serving Mahnomon • Hubbard • Becker • Otter Tail • Wadena Counties

Our Mission... To Empower People to Achieve Self Sufficiency

PURCHASE OF SERVICE

AGREEMENT

This Agreement is entered into by and between MAHUBE OTWA Community Council, Inc., a nonprofit corporation under the laws of the State of Minnesota, hereinafter referred to as "MAHUBE OTWA", AND

Name _____ hereinafter referred to "Contractor".

Contractor Address _____

Contractor SS # or EIN: _____

Phone Number: _____

Purpose of Agreement: MAHUBE OTWA Community Action Partnership, Inc. will provide chore and home maintenance services to clients living in Becker, Hubbard, Mahnomon, Otter Tail and Wadena Counties by developing an agreement with individual chore and homemaking service providers, referred to as Contractors.

SECTION I

RESPONSIBILITIES OF PARTIES

1. RESPONSIBILITIES OF PARTIES

1.1 RESPONSIBILITIES OF CONTRACTOR

The Contractor will be available to provide chore and/or homemaking services to clients as referred to them by MAHUBE OTWA for an agreed upon reimbursement rate **__dependent on client.**

The Contractor will regularly schedule services as required with each client not to EXCEED the allotted number of hours to be determined by the referring agency and reimbursement rate above.

The Contractor will submit and invoice to MAHUBE OTWA on a monthly basis by the 10th of the following month in which the services were provided.

Confidentially / Government Data Practices: The Contractor agrees that client names and any other information released to the Contractor by MAHUBE OTWA shall be kept confidential and shall be used only in connection with the performance of said duties for MAHUBE OTWA. In case of a conflict between this paragraph and the Minnesota Data Practices Act, the Minnesota Data Act Practices Act shall govern.

The Contractor and MAHUBE OTWA must comply with the Minnesota Government Data Act, Minn. Stat. Ch. 13 as it applies to all data provided by MAHUBE OTWA under this contract, and as it applies to all data created, received, stored, used, maintained or disseminated by the Contractor under this contract. The civil remedies of Minn. Stat. s 13.08 apply to the release of the data governed by the Minnesota Government Practices Act. Minn. Stat. Ch. 13, by either the Contractor or MAHUBE OTWA.

If the Contractor receives a request to release the data referred to in this Clause, the Contractor must immediately notify MAHUBE OTWA. MAHUBE OTWA will give the Contractor instructions concerning the release of data to the requesting party before the data is released.

Background Study: The Contractor authorizes and consents that MAHUBE OTWA may initiate a criminal background study. Contractor agrees that this Agreement is contingent upon Contractor favorably passing such a study and warrants that their record and their employees' records are free and clear of any such charges and/or convictions.

Indemnification/Hold Harmless: The Contractor agrees to defend, indemnify, and hold MAHUBE OTWA, its employees, and officials harmless from any and all claims of action, including reasonable attorney's fees and expenses, rising out of any act or omission on the part of the Contractors or its subcontractors, partners, or independent contractors or any of their agents or employees, in the performance of or with relation to any of the work or services to be performed or furnished by the Contractor or the subcontractor, partners, or independent contractors or any of their agents or employees under this Agreement.

1.2 RESPONSIBILITIES TO MAHUBE OTWA

MAHUBE OTWA will provide referrals to the Contractor for chore and homemaking services to clients and any necessary information including client address, number of allotted hours of services and intended outcomes.

SECTION II

SERVICE FEES

2. SERVICE FEES

2.1 Service Fees: MAHUBE OTWA shall pay Contractor a fee for performing the services provided pursuant to Section 1 of this Agreement.

2.2 Payment of Taxes: The parties agree that the Contractor will be solely responsible for all taxes incurred as a result of payments made pursuant to this Agreement. The parties further agree that MAHUBE OTWA has absolutely no responsibility to pay any employment related taxes, workers compensation, or any additional sums arising out of or related to the terms and conditions of this Agreement.

2.3 Condition of Payment: All services provided by the Contractor under this contract must be performed to MAHUBE OTWA's satisfaction, as determined at the sole discretion of MAHUBE OTWA's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The Contractor will not receive payment for work found by MAHUBE OTWA to be unsatisfactory or performed in violation of federal, state or local law.

2.4 Invoices: MAHUBE OTWA will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and MAHUBE OTWA's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Payment is based upon the receipt of an invoice detailing services performed and satisfactory completion of each assignment. Payment of expenses is based upon receipt of an allowable expense form. Invoices and expense claims must be submitted together, within thirty (30) days of completion of the assignment. **MAHUBE OTWA REQUESTS THAT BILLS BE SUBMITTED BY THE 10TH DAY OF THE FOLLOWING MONTH.**

SECTION III

TERM AND TERMINATION

3. TERM AND TERMINATION

3.1 Contract Term: The term of this contract shall commence on _____ and shall continue in full force and effect until notified by MAHUBE OTWA's representative of termination.

The Contractor must not begin work under this contract until this contract is fully executed and the Contractor has been notified by MAHUBE OTWA'S Authorized Representative to begin the work.

3.2 Termination

3.2.1 30 Day Termination: This agreement may be terminated for any reason by either party by giving the other party thirty (30) day written notice of its intent to terminate. Upon termination, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

3.2.2 Termination for Cause: Either party may terminate this Agreement immediately by giving the other party written notice in the event of the other's insolvency, fraud willful misconduct or substantial breach of any of the term and provisions of this Agreement.

3.2.3 Termination for Insufficient Funding: MAHUBE OTWA may immediately terminate this contract if it does not obtain funding from its funding source(s), or if funding cannot be continued at a level sufficient to allow for payment of the services covered here. Termination must be by written or fax notice to the Contractor. MAHUBE OTWA is not obligated to pay for any services that are provided after notice and effective date of the termination. However, the Contractor will be entitled to payment, determined on a pro rate basis, for services satisfactorily performed to the extent that funds are available. MAHUBE OTWA will not be assessed any penalty if the contract is terminated because of the decision of its funding source (s) not to appropriate adequate funds. MAHUBE OTWA must provide the Contractor notice of the lack of funding within a reasonable time of MAHUBE OTWA receiving that notice.

3.3 Authorized Representative Notice: MAHUBE OTWA Authorized Representative is Daniel Josephson, Director of Energy Programs, (218)847-1385 or his/her successor and has the responsibility to monitor the Contractors performance and the authority to accept the services provided under this contract. If the services are satisfactory, MAHUBE OTWA's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractors Authorized Representative is (name) _____ or his/her successor. If the Contractors Authorized Representative changes at any time during this contract, the Contractor must immediately notify MAHUBE OTWA of name, address, state, zip code and telephone number.

Any notice to be given hereunder by either party to the other shall be in writing and may be effectuated by delivery of U.S. certified mail, return receipt requested. Notice hereunder shall be sufficient if properly addressed and made to:

MAHUBE OTWA Community Action Partnership, Inc.

P.O. Box 747

Detroit Lakes, MN 56502-0747

(218) 847-1385

Liz Kuoppala, Executive Director

MAHUBE OTWA Community Action Partnership, Inc. and (name)_____ have caused this Agreement to be executed by the person authorized to act in their respective named on the date shown below:

Contractor

Signature _____ Date _____

MAHUBE OTWA Community Action Partnership, Inc.

By: _____

Its: Executive Director

Date