



AITKIN COUNTY HEALTH & HUMAN SERVICES

204 First Street NW
Aitkin, MN 56431

Phone: 800-328-3744/218-927-7200
Fax: 218-927-7210/7293

Contract

McGregor Area Ambulance Service

Objective

Furnish Ambulance services within Aitkin County

Opportunity

Existing Contract

Existing or New Contract

This is an existing contract.

Changes to Existing Contract

Renewal, just changed the dates to reflect 2021.

Timeline for Execution

January 1, 2021 to December 31, 2021.

Conclusion

Board approval is requested.



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AMBULANCE SERVICE CONTRACT

THIS AGREEMENT between the **AITKIN COUNTY BOARD OF COMMISSIONERS**, Aitkin, Minnesota, hereinafter referred to as the County and **MCGREGOR AREA AMBULANCE SERVICE**, PO Box 100, McGregor, Minnesota, 55760, hereinafter referred to as the Contractor; enter into this contract for the purpose of providing ambulance service within Aitkin County, beginning January 1, 2021 through December 31, 2021.

WHEREAS, the Contractor is qualified in accordance with State and Federal standards to provide Ambulance Services; and

WHEREAS, the County wishes to purchase Ambulance Services from the Contractor.

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, the County and the Contractor agree as follows:

- I. Contractor agrees to furnish efficient and prompt ambulance service to all persons desiring the same within the state license service area, and shall have not less than one (1) ambulance in service capable of rendering efficient service. Ambulances shall be equipped in accordance with the current State of Minnesota regulations and licensure.
- II. Contractor shall man ambulances with personnel in sufficient number to furnish service adequate to the needs of calls or emergencies normally encountered. Ambulance drivers and attendants shall have received training, which meet the requirements of Minnesota Statutes.
- III. Ambulance service shall be provided by the Contractor on a twenty-four (24) hour, seven (7) day basis. The Contractor shall immediately respond to requests for service initiated by any person.
- IV. All patients shall be taken to hospitals as determined by applicable Minnesota Statutes and/or Rules. All patients shall be taken to the hospital of their choice within a reasonable distance if said choice is not contrary to applicable Minnesota Statutes and/or Rules. Should the patient indicate a preference, said patient shall be taken to the hospital where the appropriate care can be provided.
- V. The County agrees to pay the Contractor a fee of \$45.00 per request for service, and \$55.00 per no load runs, to a maximum of \$13,000.00 per calendar year. This agreement shall not include transfers from the local hospital to other tertiary care facilities outside the County. The County will reimburse the Contractor on a monthly basis after receiving a monthly receipt of ambulance runs in Aitkin County. This itemization will include dates of service, type of service (emergency or no load run). In addition, the Contractor shall be privileged to charge each person requesting

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575-218-7210

transportation a reasonable service fee in accordance with a schedule from time to time set by the Contractor.

- VI. Each of the parties shall defend, indemnify, save and hold the other party harmless from the liability arising out of the actions of the indemnifying party in connection with the operation of the ambulances or any other services performed under the terms of the contract.
- VII. INDEMNITY: The Contractor agrees it shall defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses that the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Contractor's performance or failure to adequately perform its obligations pursuant to this Purchase of Service Agreement.
- VIII. INSURANCE: The following insurance must be maintained for the duration of this Agreement. A Certificate of Insurance for each policy must be on file with the County within ten (10) days of execution of this contract and before commencement of any work under this contract. Each certificate must include a thirty (30) day notice of cancellation, non-renewal, or material change to all named and additional insured's.

All insurance policies will be open to inspection by the County, and copies of policies will be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

1. General Liability Insurance

- a. **\$500,000** for claims for wrongful death and each Person for other claims
\$1,500,000 Each Occurrence
Claims outside the scope of M.S. 466 **\$2,000,000** per claim.
- b. Policy shall include at least premise, operations, completed operations, independent contractors and subcontractors, and contractual liability.
- c. **Aitkin County** must be named additional insured.

2. Business Automobile Liability Insurance

- a. **\$500,000** Each Person
\$1,500,000 Each Occurrence
Claims outside the scope of M.S. 466, **\$2,000,000** per claim.
- b. Must cover owned, non-owned and hired vehicles.

3. Workers' Compensation per Statutory Requirements.

- IX. **NONCOMPLIANCE:** The County reserves the right to rescind any contract not in compliance with these requirements and retains all right thereafter to pursue any legal remedies against the Contractor.
- X. The Contractor shall not sell, assign, or in any way divest itself of its interest herein without prior written notice by registered mail of at least 120 days to the County.
- XI. The Contractor agrees to comply in all requests with the requirements of the State of Minnesota, Federal laws, and County or City Ordinances which may be applicable hereto in the operation of its ambulance service.

XII. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS CLAUSE

- A. (When applicable) The Contractor agrees to administer all programs in accordance with the provisions contained in the Food and Nutrition Act of 2008, as amended, and in the manner prescribed by regulations issued pursuant to the Act; implement the FNS- approved State Plan of Operation for the Supplemental Nutrition Assistance Program (SNAP) if required; comply with Title VI of the Civil Rights Act of 1964; section 11 (C) of the Food and Nutrition Act of 2008, as amended; the Age Discrimination Act of 1975; section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; and all requirements imposed by the regulations issued pursuant these Acts by the U.S. Department of Agriculture to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under SNAP;
- B. (When applicable) The Contractor agrees to administer all programs in accordance with U.S. Department of Health and Human Services requirements imposed by the regulations pursuant to Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; Section 1557 of the Patient Protection and Affordable Care Act of 2010. Comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs;
- C. (When applicable) The Contractor agrees to administer all programs and services in compliance with the Minnesota Human Rights Act, Public Services and Public Accommodations provisions; comply with all requirements imposed by the Minnesota Human Rights Act to the effect that, no person in Minnesota shall, on the grounds of race, color, national origin, religion, creed, sex, sexual

orientation, marital status, public assistance status, or disability, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under the Minnesota Human Rights Act. The Contractor and the County further agree to fully comply with any changes in Federal law and regulations. This agreement may be modified with the mutual consent of both parties;

- D. (When applicable) The Contractor agrees that by accepting the Civil Rights Assurance it will compile data, maintain records, books and accounts; and submit reports as required to permit effective enforcement of the nondiscrimination laws. Your agency also agrees to permit authorized County, Federal and State personnel, during normal working hours, to review such records, books, accounts, and reports as need to determine compliance with the nondiscrimination laws;
- E. (When applicable) The Contractor agrees to provide meaningful access to all participants in the SNAP program. Your agency must take reasonable steps to ensure that Limited English Proficiency (LEP) participants have meaningful access to programs, services, benefits, from your agency. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single-language minorities in certain project areas. Please include a copy of your agency's LEP Plan;
- F. (When applicable) The Contractor agrees to attest that all employees administering services or programs under contract with Aitkin County, have received the Civil Rights power point training;
- G. (When applicable) The Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073 (1998). This section only applies if the grant is for more than \$100,000 and the Contractor has employed forty or more full-time employees within the State of Minnesota on a single working day during the previous 12 months.

XIII. CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION

Federal Regulation 45 CFR 92.35 prohibits the State/County from purchasing goods or services with federal Money from vendors who have been suspended or debarred by the federal government Similarly, Minnesota Statutes, Section 16C.03, sub. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/County. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Contract, the Contractor Certifies that it and its Principals* And Employees:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or the County; and
- B. Have not within a three-year period preceding this contract:
 - 1. Been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtained, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 - 2. Violating any federal or state antitrust statutes; or
 - 3. Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
 - 2. Violating any federal or state antitrust statutes; or
 - 3. Committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.
- E. Shall immediately give written notice to the Contracting Officer should the Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

- XIV.** Either party may cancel this Agreement, with or without cause, upon written notice by registered mail of at least 120 days.
- XV.** All notices to either party must be in writing mailed by certified mail, return receipt requested, to the address of each party. Notices are effective on the date of mailing.
- XVI.** That said the Contractor shall submit to the County, an annual complete itemized financial statement detailing the ambulance activities, by February 1, 2021. Document shall be mailed to:

JESSICA SEIBERT
AITKIN COUNTY ADMINSTRATOR
307 2ND STREET NW, RM. 310
AITKIN, MN 56431

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR agree that this agreement is effective from January 1, 2021 to December 31, 2021.

BY: _____ DATED: _____
Chairperson
Aitkin County Board of Commissioners

BY: _____ DATED: _____
Cynthia Bennett, Director
Aitkin County Health & Human Services

BY:  _____ DATED: 12/10/2020
Ambulance Representative

PRINTED NAME: Dale Olson

ITS: _____

APPROVED AS TO FORM AND EXECUTION

BY: _____ DATED: _____
Jim Ratz
Aitkin County Attorney