



MAHUBE - OTWA

Community Action Partnership, Inc.

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

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

Independent Contractor Service Agreement

This Agreement is entered into by and between MAHUBE-OTWA Community Action Partnership, Inc., a nonprofit corporation under the laws of the State of Minnesota, hereinafter referred to as "MAHUBE-OTWA", AND Independent Contractor, hereinafter referred to as "Contractor". **Purpose of Agreement:** MAHUBE-OTWA will coordinate home and chore services to clients based on referrals and service agreements.

Contractor Name & Address:
Contractor Phone Number:
Contractor Email:
Contractor Social Security or EIN:

SECTION I: RESPONSIBILITIES OF PARTIES

1. RESPONSIBILITIES OF PARTIES

1.1 RESPONSIBILITIES OF CONTRACTOR

The Contractor will be available to provide Homemaking and/or Chore 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 an invoice to MAHUBE on a twice monthly basis. Which will be processed for payments on Fridays.

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 to, MAHUBE-OTWA initiating and completing a criminal background study with regard to said Contractor, and Contractor agrees to provide any and all information necessary to properly complete the background study. Contractor agrees that this agreement is contingent upon Contractor's background study being acceptable to MAHUBE-OTWA at MAHUBE-OTWA's sole discretion. MAHUBE reserves the right to run background studies at any time, and, in addition, if Contractor becomes subject to any charges or proceedings subsequent to the initial background study completed for the

Contractor, then Contractor shall immediately notify MAHUBE-OTWA so MAHUBE-OTWA may use its discretion with regard to the appropriate action to be taken.

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.

Insurance: If Contractor is insured, Contractor shall provide insurance and provide written confirmation to MAHUBE-OTWA that MAHUBE-OTWA is named as an additional insured.

1.2 RESPONSIBILITIES OF MAHUBE-OTWA

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

MAHUBE-OTWA will pay invoices up to twice per month, unless otherwise agreed to by MAHUBE-OTWA.

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 because of payments made pursuant to this Agreement. The parties further agree that MAHUBE-OTWA has no responsibility to pay any employment related taxes, workers compensation, or any additional costs not disclosed in 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 provide payment to the Contractor after the Contractor presents an itemized invoice for the services 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 services is based upon the receipt of an invoice, receipt, time sheet or some other written documentation acceptable to MAHUBE-OTWA. Said invoice, receipt, timesheet or some other written documentation must be submitted by Contractor to MAHUBE-OTWA within thirty (30) days of completion of project and/or services provided.

SECTION III: TERM AND TERMINATION

3. TERM AND TERMINATION

3.1 Contract Term: The term of this contract shall commence-upon signature of the MAHUBE-OTWA Program Director and shall continue in effect until notified by MAHUBE-OTWA's representative of termination or upon written notice from the Contractor.

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 case-by-case 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 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 notice to the Contractor. MAHUBE-OTWA is not obligated to pay for any services that are provided after notice and an effective date of the termination. MAHUBE-OTWA will not be assessed as 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 Notice: Agents of MAHUBE-OTWA have the responsibility to monitor the Contractor's performance and the authority to accept the services provided under this contract. If the services are satisfactory, MAHUBE-OTWA's Agent will certify acceptance on each invoice submitted for payment. 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.
1125 West River Road
Detroit Lakes, MN 56501
(218) -847-1385
Liz Kuoppala, Executive Director**

Contractor Printed Name:	
Contractor Signature:	Date:

MAHUBE-OTWA Community Action Partnership, Inc.	
Agent of MAHUBE-OTWA Community Action Partnership, Inc.:	Date:

Contractor: Please note any special accommodation or considerations needed.
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