

GENERAL SECURITY SERVICES CORPORATION

VI. - A.

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9110 MEADOWVIEW ROAD, MINNEAPOLIS, MN 55425-2458
(800) 284-2158 / (612) 858-5051 (FAX)

SECURE TRANSPORT SERVICES AGREEMENT

This Agreement is made and entered into this **1st** day of **September 2016** by and between **GENERAL SECURITY SERVICES CORPORATION (GSSC)** and **Aitkin County Health & Human Services 204 – 1st Street NW Aitkin, MN 56431**
Contact: **Tom Burke, Director**, Aitkin County Health & Human Services Phone: **218-927-7225** e-mail: **tburke@co.aitkin.mn.us**
GSSC Executive: **William J. Leoni, Director – Northern Regions** Phone: **218-726-1606** e-mail: **billl@gssc.net**

1. GSSC agrees to provide the services to Customer on the terms and conditions contained herein and Customer agrees to Pay for such services as provided herein.

DESCRIPTION OF SERVICES: (See Attachment A. Secured Transport Services)

LOCATION OF SERVICES: As directed by Customer request

SCHEDULE OF SERVICE: (See Attachment A. – Schedule of Services)

All terms and conditions of the Agreement shall supersede inconsistent terms and conditions of any and all proposals prepared by GSSC and submitted to Customer.

IT IS UNDERSTOOD AND AGREED BY CUSTOMER THAT GSSC RESERVES THE RIGHT TO TEMPORARILY SUSPEND SERVICES BASED ON WEATHER & ROAD CONDITIONS THAT POSE A SAFETY RISK FOR GSSC PERSONNEL AND PATIENTS. THE SERVICES PROVIDED BY GSSC TO CUSTOMER ARE NOT A GUARANTEE THAT THEFT, PROPERTY DAMAGE, PERSONAL INJURY OR OTHER DAMAGES WILL NOT OCCUR DURING THE COURSE OF PROVIDING NORMAL TRANSPORT SERVICES.

2. Customer agrees to pay GSSC the sum of (See Attachment A. - Rates and fees) on the additional terms and conditions contained in this agreement and **time and one half** for Holiday services. Customer will maintain a Tax Exempt status with the state of Minnesota and will provide a Letter/certificate of Tax Exemption upon commencement of services.
3. The initial term of this Agreement shall be from **September 1, 2016** until **As needed** and thereafter automatically renew for successive periods of **(as agreed upon)**. Customer cancellation privilege; **30 days Notice**
4. In consideration of the services provided by GSSC as described herein, Customer agrees to pay GSSC as follows: GSSC shall invoice Customer for the services rendered pursuant to this Agreement. If Customer contends that any such invoice is incorrect, Customer shall so notify GSSC's accounting department within fourteen (14) days after receipt of such invoice.. If Customer fails to pay GSSC within thirty (30) days after the date of such invoice, Customer agrees to pay GSSC Interest at the lesser rate of 1.5% per month or the maximum rate allowed by applicable law.
5. GSSC is and shall remain an independent contractor with respect to any and all services and work performed under this Agreement. No statement contained in this Agreement or its attachments shall be construed so as to find GSSC, or its employees, officers, agents, successors, or assigns to be an employee(s) of the Customer. GSSC shall be responsible for the direct supervision of its employees assigned to services pursuant to this Agreement and shall be available during regular business hours to consult with Customer regarding the services rendered or to be rendered under this Agreement.
6. **Data Privacy:** Pursuant to Minn. Stat. Ch. 13, GSSC agrees to maintain and protect data on individuals received, or to which GSSC has access, according to the statutory provisions applicable to the data. GSSC understands it is subject to the requirements of the Minnesota Government Data Practices Act. GSSC agrees that all data created, collected, received, stored, used, maintained or disseminated by GSSC in performing government functions is subject to the Minnesota Government Data Practices Act's requirements and that GSSC must comply with those requirements as if it were a government entity. GSSC agrees to indemnify and hold Customer, its officials, agents, and employees, harmless from any and all claims or causes of action arising from or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act by GSSC or its agents or employees, including legal fees and disbursements paid or incurred to enforce this provision of this Agreement.
7. **Records Auditing and Retention:** GSSC's records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by the Customer and either the Legislative or State Auditor, pursuant to Minn. Stat. sec. 16B.06, subd. 5. GSSC agrees to maintain such evidences for

a period of six (6) years from the date of services or payment were last provided or made or longer if any audit in progress requires a longer retention period.


8. **Non-Discrimination** GSSC agrees to abide by all provisions of Minnesota Statutes section 181.59, as amended, entitled "Discrimination on Account of Race, Creed, or Color Prohibited in Contract." GSSC agrees to abide by all federal laws prohibiting discrimination. GSSC agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by GSSC, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement. Customer shall have the right to request that GSSC remove, for any non-discriminatory reason, any of its security Officer(s) assigned to this service. Such request shall be in writing and provided to GSSC's Contract Supervisor and GSSC shall comply with such request as soon as practicable after receipt of such request.
9. Charges for services provided under this agreement are based solely upon the value of the services provided. The amounts payable by Customer hereunder are not sufficient to warrant GSSC assuming any risk of damages due to Customer's actions or inactions. Since it is impractical and extremely difficult to fix actual damages which may arise due to the actions or inaction of GSSC or its employees, it, notwithstanding the above provisions, there should arise any liability on the part of GSSC, such liability shall be limited to GSSC's applicable insurance coverage and/or limits. This sum shall be complete and exclusive and shall be paid and received as liquidated damages and not as a penalty.
10. GSSC shall procure and maintain throughout the term of this Agreement suitable General Liability insurance with an insurer authorized to do business in the jurisdictions that are the subject of this Agreement. Such insurance shall maintain minimum coverage of 1 million dollars general liability insurance per occurrence with aggregate coverage of 3 million dollars and Automobile coverage limits with a minimum of 1 million dollars. GSSC guarantees that it shall have Workers' Compensation Insurance in effect throughout the term of this Agreement, as required by Minnesota Statutes section 176.182, and shall provide a certificate evidencing insurance to the Customer prior to executing the Agreement
11. Customer agrees to and shall defend and indemnify GSSC, its shareholders, directors, officers, employees and agents, From and against all demands, lawsuits, losses, costs and expenses including reasonable pre-judgment and post-judgment attorney's fees arising out of, connected with or resulting from liability alleged to be caused by the Customer's action or inaction.
12. GSSC agrees to defend, indemnify, and hold Customer, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney fees and expenses arising out of any act or omission on the part of GSSC, 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 GSSC or the subcontractors, partners or independent contractors or any of their agents or employees under the Agreement.
13. If any party breaches any provision of this Agreement, the non-breaching party may give written notice to the breaching Party specifying the nature of the breach of this Agreement. The breaching party shall have ten (10) days to cure such breach. Notwithstanding any other provision herein to the contrary, if the breaching party does not cure the breach, the non-breaching party may, at its option, immediately terminate this Agreement and the services provided herein. Unless a shorter termination provision is provided herein, any party may terminate this Agreement, with or without cause, after providing the non-terminating party with thirty (30) days advance written notice.
14. GSSC may not assign this Agreement and the rights contained herein to an affiliated or related business entity with the Consent or approval of Customer. Customer may not assign this Agreement and the rights contained herein without GSSC's prior written consent. No assignment of this Agreement by Customer shall operate to discharge or release Customer from its obligations under this Agreement.
15. The services provided by GSSC hereunder are solely for the benefit of Customer and neither this Agreement nor the services rendered hereunder confer any rights to any other party as a third party beneficiary or otherwise.
16. No claim or counterclaim against a party shall be commenced by the other party, its employees, officers, owners, successors, assigns, or insurers unless such action is commenced within the limitation of action periods as provided in the Minnesota Statutes.
17. This Agreement shall supersede and cancel any and all other agreements and arrangements between GSSC and Customer with respect to the retention of GSSC by Customer, whether the same is in writing or oral. This Agreement and Attachments contain the entire agreement of the parties. No amendments, modifications, or other changes to this Agreement shall be effective unless in writing and signed by the party to be bound.
18. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of **Minnesota**. All Claims or actions relating to this Agreement shall be brought in the **Aitkin County District Court** for the State of **Minnesota** and parties hereto expressly consent to the jurisdiction of such court.

19. The invalidity of unenforceability of any particular provision of this Agreement shall not affect the other provisions Herein, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted. Further, if any provision of this Agreement is determined to be overbroad as written, that provision could be considered to be amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and enforced as amended.
20. This Agreement shall be binding upon the parties hereto and their respective heirs, successors and assigns.

CUSTOMER HEREBY ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS ENTIRE AGREEMENT, INCLUDING ALL THE TERMS AND CONDITIONS CONTAINED HEREIN.

GENERAL SECURITY SERVICES CORPORATION

CUSTOMER: Aitkin County, MN

By: 
William J. Leoni
Title: Regional Director
Date: 9-6-16

By: _____
Mark Wedel
Title: Board Chair, Aitkin County Commissioners
Date:

By: _____
Kirk Peysar
Title: Aitkin County Auditor
Date:

By: _____
Jim Ratz
Title: Aitkin County Attorney
Date:

By: _____
Tom Burke
Title: Director, Aitkin County Health & Human Services
Date:

Attachment A.

SERVICE DESCRIPTION

Secure Transport Services

1. GSSC will provide scheduled or short-notice, secure transportation of persons as requested and specified by Customer. Such transportation to and from designated locations will be done as directed and ordered by a Physician and or, Customer Authorized Staff Representatives for detoxification or mental health holds & placement.
2. **Mental Health Transport Services** are conducted with (2) two trained Transport Officers in a marked and secured Patrol vehicle. A minimum transport service of two (2) service hours will be required as part of this service.
3. **Detox Transport Services** to a certified Detox facility in MN / WI are done with (1) one Transport Officer in a marked and secured GSSC Transport vehicle.
4. All Transport Services will be made available and provided on a scheduled basis or On-Call “as necessary” basis. On call service availability will be determined by GSSC’s ability to conduct the service safely and in a timely manner at the time the request is made by the Customer.

Schedule of Services:

1. Transport service to be provided as needed and agreed upon by GSSC and Customer.
2. **Scheduled Transport Services** will initiated by the Requesting Agency (24 hr. notice) with the use of the GSSC Transport Request Form (TRF). The TRF may be sent by fax to **(218-726-1725)** to the **GSSC Regional Office**. The Transport Services Coordinator will confirm the Transport information with the customer prior to services. Transport personnel are then assigned and briefed on the specific details of that particular transport.
3. **Non-Scheduled (On-call)** or Transport services not pre-scheduled will be initiated by verbal notification by the Requesting Agency. A “Telephone Request” is made to the our **Regional Communications Center (218-726-1606)** with the request and specific transport information. A Transport officer(s) will then be dispatched as soon as possible to the customer location to conduct the transport. A TRF will be completed and given to the GSSC Transport Officers at the time the officer arrives to conduct the transport.

Service Rates & Fees:

1. Mental Health Transport

- Scheduled Transport – (with 24 hour notice)..... \$ **19.95** per hr/per officer
- Non-scheduled Transport (less than 24 hours)..... \$ **24.95** per hr/per officer
- Mileage Fee \$ **0.55** per mile
- Detox Transports – *Based on flat rate per designated locations*