

**MASTER AGREEMENT TO PURCHASE SERVICES  
CALENDAR YEAR 2022**

This Agreement is effective January 1, 2022 through December 31, 2022, by and between the **County of Marquette**, 234 W. Baraga Avenue, Marquette, Michigan 49855 (hereinafter referred to as the "County") and the **CITY OF MARQUETTE**, 300 W. Baraga Avenue, Marquette, Michigan 49855 (hereinafter referred to as the "Contractor").

WHEREAS, the County has allocated millage dollars to Senior Centers for the delivery of services to older residents of the County; and

WHEREAS, the County seeks to purchase services listed on the menu of millage priority services from the Contractor for elders residing within the City of Marquette, and the townships of Chocoley, Marquette and Powell;

NOW, THEREFORE, the parties agree as follows:

1. The Contractor will deliver service as need is determined, from the following menu of services:

**Outreach**  
**Case Coordination & Support**  
**Homemaking**  
**Financial Management**  
**Chore**  
**Information & Assistance**  
**Health Promotion**

2. The Contractor shall adhere to the service definitions, record keeping requirements and client eligibility guidelines for these services as defined in the Marquette County Services to Senior Citizens Millage Priority Services (**Attachment A**).
3. Recordkeeping and Reporting. Service reports will be provided to the Aging Services office on a quarterly basis. Service reports shall be due on the 10th day of the month following the reporting period. Technical assistance is available from the Aging Services office for all aspects of service provision, reporting, budgeting, etc.
  - a. Accounting. The Contractor shall adhere to Generally Accepted Accounting Principles and shall maintain records which allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Contractor's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices.

- b. Records Maintenance, Inspection, Examination, and Audit. The County or its designee may audit Contractor to verify compliance with this Agreement. Contractor must retain and provide to the County or its designee upon request, all financial and accounting records related to the Agreement through the term of the Agreement and for 7 years after the latter of termination, expiration, or final payment under this Agreement or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.
  - c. Within 10 calendar days of providing notice, the County and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where services funded by this Agreement are being performed, and examine, copy, and audit all records related to this Agreement. Contractor must cooperate and provide reasonable assistance.
  - d. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Activities in connection with this Agreement.
4. Following receipt of the signed Agreement and proof of insurance, the County shall provide funds up to the amount stated:

**ALLOCATION FOR SENIOR SERVICES**

**\$408,791.00**

No match is required from the Contractor for this Agreement.

5. The Contractor will be paid a quarterly advance of funds prior to providing services.
6. The funds for Allocation Senior Services are to offset costs borne by the Contractor for providing services from the menu of priority services to seniors residing in the Townships of Forsyth, Ewing, Sands, Skandia, Turin, Wells, and West Branch.

- a. The allocation is divided into two components:

<b>Priority Services – 70%</b>	<b>\$286,153.70</b>
<b>General Purpose Programming/Administration – 30%</b>	<b>\$122,637.30</b>

- b. The Contractor shall expend at least 70% of this allocation for services from the menu of priority services based on an assessment of the client's needs.
- c. The Contractor may expend up to 30% of this allocation for general purpose programming and administration. On each report, the Contractor shall state how the money was expended including number of clients served and units of service provided when applicable.

7. Services are to benefit seniors residing within the City of Marquette, and the townships of Chocolay, Marquette and Powell. Providers will meet with representatives from their service areas as needed.
8. The annual allocation is the maximum reimbursement for services under this Agreement.
9. The Contractor will identify and account for funds received and expended under this Agreement through the use of separate program or activity account numbers. Service reports shall include the number of seniors served, the services provided, and the cost to provide the service. Reports shall also include the services provided by geographic location. Collaboration between millage funded service providers is encouraged to promote uniform service delivery and reporting.
10. Program income received as a result of providing priority services funded by this allocation may be used for general purpose programming by the Contractor. Services to a client are not related to or denied for lack of a confidential donation.
11. In the event that millage dollars to the County are reduced, withdrawn or terminated, the County may equally reduce, withdraw or terminate the contract upon seven days written notice to the Contractor. In the event that millage dollars are increased, the County may at its sole discretion allocate additional funds depending on the ability of the Contractor to provide additional services.
12. Any amendments to this Agreement must be reduced to writing and be signed by both parties with 30 days' notice. Marquette County may terminate this Agreement for any or no reason upon seven days written notice to the Contractor. The Contractor may appeal to the County Board.
13. Insurance: The Contractor will supply proof of and adhere to the provisions contained in the insurance addendum (**Attachment B**) which is incorporated in, and made part of, this Agreement as though fully set forth herein.
14. Indemnification: Each party to this agreement agrees to be responsible for the liabilities arising out of its own conduct and the conduct of its officers, agents and employees. Nothing in this agreement shall be constructed as, or is intended to serve as, a waiver of governmental immunity by either party.
15. No Joint Venture: Contractor shall serve as an independent contractor and no liability or benefits such as worker's compensation, pension rights, or other liabilities to one another's employees shall arise or accrue to either party or either party's agent, subcontractor or employee as a result of the performance of the Agreement. No relationship, other than that of independent contractor, shall be implied between the parties, or either party's agent, employee, or subcontractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

**COUNTY OF MARQUETTE**

By: Gerald O. Corkin  
Gerald O. Corkin, Chairperson

Date: December 7, 2021

**City of Marquette**

By: \_\_\_\_\_  
Jenna Smith, Mayor

By: \_\_\_\_\_  
Kyle Whitney, Clerk

Date: \_\_\_\_\_

Attachments: 2

## **ATTACHMENT A**

### **MARQUETTE COUNTY SERVICES TO SENIOR CITIZENS MILLAGE PRIORITY SERVICES**

#### **VISION STATEMENT**

That all Marquette County seniors have access to services and volunteer opportunities to service which enhances and promotes the highest quality of life.

#### **MISSION STATEMENT**

It shall be the mission of Marquette County to use the Services to Senior Citizens Millage to secure and insure the independence and dignity of the county's older population. Said mission to be accomplished through the assessment of needs, resource development, centralized planning, advocacy, and assistance to local service providers in the development and support of necessary programs. The County Aging Services department shall act as a focal point for the provision of information and training on programs and issues related to older adults.

#### **OVERSIGHT/ACCOUNTABILITY/REPORTING REQUIREMENTS**

Marquette County is responsible for the oversight and proper use of millage dollars. Millage-funded services are to be provided to seniors throughout Marquette County. Programs receiving millage dollars will be required to report the number of seniors citizens served, the services provided, the areas served and the amount of millage dollars spent on approved services.

#### **ELIGIBILITY**

Services shall be provided only to persons 60 years of age and older who reside in Marquette County.

- Substantial emphasis must be given to serving eligible persons with greatest social and/or economic need with particular attention to low-income minority individuals. "Substantial emphasis" is regarded as an effort to serve a greater percentage of older persons with economic and/or social needs than their relative percentage to the total elderly population within the geographic service area.
- Participants shall not be denied or limited services because of their income or financial resources. Where program resources are insufficient to meet the demand for services, each service program shall establish and utilize written procedures for prioritizing clients waiting to receive services, based on social, functional and economic needs.

#### **INDICATING FACTORS**

- Social Need – isolation, living alone, age 75 or over, minority group member, non-English speaking, etc.
- Functional Need – handicaps (as defined by the Rehabilitation Act of 1973 or the

Americans with Disabilities Act), limitations in activities of daily living, mental or physical inability to perform specific tasks, acute and/or chronic health conditions, etc.

- **Economic Need** - eligibility for income assistance programs, self-declared income at or below 125% of the poverty threshold, etc.

## **PRIORITY SERVICES**

- **Outreach** - Efforts to identify and contact isolated older persons and/or older persons in greatest social and economic need, who may have service needs, and assisting them in gaining access to appropriate services. Outreach does not include comprehensive assessment of need, development of service plan, or arranging for service provision.
- **Case Coordination & Support** - The provision of a comprehensive assessment of persons aged 60 and over with a complementing role of brokering existing community services and enhancing informal support systems when feasible. Case Coordination and Support (CCS) includes the assessment and reassessment of individual needs, development and monitoring of a service plan, identification of and communication with appropriate community agencies to arrange for services, evaluation of the effectiveness and benefit of services provided, and assignment of a single individual as the caseworker for each client.
- **Homemaking** - Performance of routine household tasks to maintain an adequate living environment for older individuals with functional limitations. Homemaking does not include provision of chore or personal care tasks. Allowable homemaking tasks are limited to one or more of the following:
  - Laundry
  - Ironing
  - Meal Preparation
  - Shopping for Necessities
  - Light Housekeeping Tasks
- **Home Delivered Meals** - Also known as "Meals on Wheels", assists homebound seniors throughout Marquette County in meeting their nutritional needs. "Meals on Wheels" does more than provide hot meals. The meal deliverer also provides an important service by checking on the welfare of the person.
- **Financial Management** - This service assists older persons to expand, conserve or make better use of their personal financial resources. This assistance is to be delivered on a one-to-one basis between the service provider and the individual and may include assistance with such items as budgeting, state tax credit preparation, income tax preparation, bill paying, and general financial planning.

Assisting Seniors with preparing and filing tax credit forms, reviewing and submitting insurance forms/claims, completing applications for assistance programs

such as Medicaid, food stamps, etc.

- **Chore** - Non-continuous household maintenance tasks intended to increase the safety of the individual(s) living at the residence. Allowable tasks are limited to the following:
  - Replacing fuses, light bulbs, electrical plugs, and frayed cords
  - Replacing door locks and window catches
  - Replacing/repairing pipes
  - Replacing faucet washers or faucets
  - Installing safety equipment
  - Installing screens and storm windows
  - Installing weather stripping around doors
  - Caulking windows
  - Repairing furniture
  - Installing window shades and curtain rods
  - Cleaning appliances
  - Cleaning and securing carpets and rugs
  - Washing walls and windows, scrubbing floors
  - Cleaning attics and basements to remove fire and health hazards
  - Pest control
  - Grass cutting leaf raking
  - Clearing walkways of ice, snow and leaves
  - Trimming overhanging tree branches
- **Information and Assistance** - Assistance to individuals in finding and working with appropriate human service providers that can meet their needs which may include: information giving (e.g., listing the providers of a particular service category so an individual may make their own contact directly); group presentations; referral (making contact with a particular provider on behalf of an individual); advocacy intervention (negotiating with a service provider on behalf of a client); and, follow-up contacts with clients to ensure services have been provided and have met the respective service need.
- **Transportation** – The RSVP Medical Transportation Program provides frail and/or isolated seniors living in Marquette County with a ride to their non emergency medical appointments. Occasionally this may also include a stop at the pharmacy to pick up needed prescriptions.
- **Health Promotion** - May include some or all of the following: provision of information concerning diagnosis, prevention, treatment, and rehabilitation of age-related disease and chronic disabling conditions; education programs on the availability, benefits and appropriate use of preventive health services; routine health screenings; programs related to prevention and reduction of effects of chronic disabling conditions; reduction of alcohol and substance abuse; smoking cessation; weight loss and control and stress management; nutritional counseling; programs regarding physical fitness and exercise; and recreational activities.

## **ATTACHMENT B**

### **INSURANCE ADDENDUM LIABILITY INSURANCE**

The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, volunteers, or subcontractors.

#### **INSURANCE REQUIREMENTS**

The insurance coverage required shall be at least as broad as:

1. Commercial General Liability ("occurrence" form).
2. Automobile Liability, "any auto".
3. Workers' Compensation insurance as required by the laws of the state of Michigan and Employer's Liability insurance.

#### **LIMITS OF INSURANCE**

The Contractor shall maintain limits on said policy of no less than:

1. General Liability: \$1,000,000 combined single limit per accident for bodily injury, personal injury, and property damage.
2. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employer's Liability: Shall be those limits as required by the Worker's Disability Compensation Act for the state of Michigan and Employer's Liability limits of \$500,000 per occurrence.

#### **DEDUCTIBLES**

Any deductibles or self-insured retentions must be declared to and approved by Marquette County.

#### **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage:  
The County of Marquette ("County"), its officers, agents, employees, elected and appointed officials, and volunteers shall be covered as additional insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, agents, employees, elected and appointed officials, and volunteers.



The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, agents, employees, elected and appointed officials, and volunteers. Any insurance or self-insurance maintained by the County, its officers, agents, employees, elected and appointed officials, and volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, agents, employees, elected and appointed officials, and volunteers.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**2. All Coverages:**

Contractor hereby releases the County from any claim for recovery for any loss or damage, which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance. It is further agreed that this waiver shall apply only when permitted by the applicable policy of insurance.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to Marquette County.

**ACCEPTABILITY OF INSURERS**

Unless otherwise approved by the County, the Michigan Insurance Bureau must identify insurers as authorized and eligible. In addition, insurance is to be placed with insurers with a Best's rating of A or better.

**CERTIFICATES/ENDORSEMENTS OF INSURANCE**

Contractor shall furnish the County with certificates of insurance and with any and all original endorsements affecting coverage required by the contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

A copy of said certificates and endorsements should be forwarded with a signed copy of the Master Agreement to the Marquette County Aging Services office.

**ACCEPTANCE OF CERTIFICATE**

Acceptance of any certificate(s) and/or endorsement(s) of insurance by the County do not waive the insurance requirements provided in the foregoing paragraphs. Should the County sustain any loss or be required to pay any claim as a result of the Contractor's failure to obtain or maintain insurance as is required by this contract, the Contractor shall be responsible for any such loss, regardless of whether or not Marquette County has accepted any certificate(s) and/or endorsement(s) of insurance provided by the Contractor or its carrier.

**ADDITIONAL INSURED ENDORSEMENT**

It is understood and agreed that the County shall be Additional Insured's, which shall include all elected and appointed officials, all employees, agents and volunteers, all boards, commissions, and/or authorities and their board members, employees, and volunteers. This coverage shall be primary to the Additional Insured's, and not contributing with any other insurance or similar protection available to the Additional Insured's, whether said other available coverage be primary, contributing or excess.

11/30/21