

**MASTER AGREEMENT TO PURCHASE SERVICES
FISCAL YEAR 2024**

This Agreement, effective the first day of October, 2023, and ending the 30th day of September, 2024, is by and between the County of Marquette ("County"), 234 W. Baraga Avenue, Marquette, Michigan 49855 and the **City of Marquette**, 300 W. Baraga Avenue, Marquette, Michigan 49855 ("Contractor").

WHEREAS, the County has contracted with the Region XI Area Agency on Aging (UPAAA) through **IN-HOME SERVICES** funds for the delivery of In-home services to older residents of Marquette County; and

WHEREAS, the County desires to purchase these services from the Contractor for elders residing within the City of Marquette, and the Townships of Chocolay, Marquette, and Powell;

NOW, THEREFORE, the parties hereto agree:

1. The Contractor will deliver the following:

HOMEMAKER SERVICE

Estimated Units of Service:	<u>2,953</u>
Estimated Number of Unduplicated Clients:	<u>154</u>
Estimated Number of Low-Income Clients:	<u>40</u>
Estimated Number of Minority Clients:	<u>1</u>

GENERAL RESPITE SERVICE

Estimated Units of Service	<u>282</u>
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NFC RESPITE SERVICE

Estimated Units of Service	<u>248</u>
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2. The Contractor shall provide units evenly over the course of the contract period and adhere to the service definition, record keeping requirements and client eligibility guidelines as established by Marquette County's Aging Service policies, Marquette County contractual obligations with UPAAA, and OSA Operating Standards for In-Home Service Programs. Service reports will be provided to the Aging Services office for reimbursement and contract monitoring of receipts, expenditures, clients served, and units provided on forms issued by the Aging Services office. Reports shall be due to the Aging Services office on the 7th day of the month for the previous month's activity. Technical assistance is available from the Aging Services office for all aspects of service provision, reporting, budgeting, etc.
3. In delivering homemaker services, Contractor agrees to comply with all requirements set forth in the FY2023-2025 Aging Services Master Contract (**Attachment A**).
4. The Contractor shall receive from Marquette County's Aging Services office upon receipt of monthly In-Home Service reports, and signed Agreement by both parties,

funds up to \$70,885.40 at a homemaker unit rate of \$24.00, up to \$6768.35 at the General Respite unit rate of \$24.00, and up to \$5943.99 at the NFC Respite unit rate of \$24.00. In-Home Services are reimbursed using the UPAAA Wellsky system. Reimbursement on significant over production of units will be withheld and findings of non-compliance will be written during Contractor assessment.

5. A local match at a minimum of 10% of the total cost of providing a unit is required by the Contractor. Confidential donations (program income) are to be encouraged, and the funds received used to expand homemaker service.
6. In the event that funds to Marquette County from the UPAAA are reduced, withdrawn or terminated, Marquette County may equally reduce, withdraw or terminate payments upon seven days written notice to the Contractor. In the event that additional funds are received under any grant covered by this Agreement, funds will be allocated depending on the ability of the Contractor to provide additional homemaker service.
7. Any amendments to this Agreement must be reduced to writing and be signed by both parties with 30 days' notice. Marquette County can terminate this Agreement for any or no reason upon seven days' written notice to the Contractor.
8. Insurance and Indemnification: 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.
9. Relationship of Parties: The parties agree that Contractor will at all times be an independent contractor in performance of the services hereunder, and that nothing in this Agreement will be construed as or have the effect of constituting any relationship of employer/employee, partnership, or joint venture between the County and the Contractor. Likewise Direct Care Workers employed or contracted by the Contractor will not be deemed employees of the County for any purpose.

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

COUNTY OF MARQUETTE

CITY OF MARQUETTE

By: 
Joseph DeRocha, Chairperson

By: ~~Gedy Mayer, Mayor~~ Sally Davis

By: _____
Kyle Whitney, Clerk

Date: 10/17/2023

Date: _____

Attachment: Insurance Addendum

ATTACHMENT A: 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:

Marquette County, its officers, agents, employees, elected and appointed officials, and volunteers shall be covered as additional insureds 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

Marquette County, its officers, agents, employees, elected and appointed officials, and volunteers.

The Contractor's insurance coverage shall be primary insurance as respects Marquette County, its officers, agents, employees, elected and appointed officials, and volunteers. Any insurance or self-insurance maintained by Marquette 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 Marquette County, its offers, 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 Marquette 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 Marquette 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 Marquette 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 Marquette County before work commences. Marquette County reserves the right to require complete, certified copies of all required insurance policies, at any time.

Contractor shall include all subcontractors as insureds 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 Marquette County do not waive the insurance requirements provided in the foregoing paragraphs. Should Marquette 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 indemnify Marquette County for any such loss. This indemnification shall occur 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.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless Marquette County, its officers, agents, employees, elected and appointed officials, and volunteers from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure of the Contractor, its subcontractors, and any officers, agents, employees, and volunteers in performing the work required by this contract. The Contractor's obligation under this provision shall not be limited in any way by any terms of this contract, or the insurance limits.

ADDITIONAL INSURED ENDORSEMENT

It is understood and agreed that Marquette County shall be Additional Insureds, 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 Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.

09/30/2019