

## HCBS Waiver/AC Service Purchase Agreement

VII. – A. – 7.

Service vendor Home Medical Products and Services located at 300 Villa Drive, Hurley, WI 54534 agrees to the following in delivering services to Minnesota Home and Community-Based Services Waiver (BI, CAC, CADI, DD, EW) /Alternative Care (AC) participants through Aitkin County Health and Human Services located at 204 1<sup>st</sup> Street NW, Aitkin, MN 56431.

This Agreement will start January 1, 2014.

Federal ID # 412060476

State ID # N/A

Provider # 695863000

- Deliver durable medical equipment/supplies per rate and date span specified on the Service Agreement.
- Ensure that Vendor, all its owners, managers, employees, and contractors are not excluded from participation in Medicare, Medicaid, or other federal health programs, per the Office of Inspector General List of Excluded Individuals/Entities (LEIE) and do not appear on the MHCP Excluded Provider Lists. Vendor must immediately report any exclusion information discovered to Aitkin County Health and Human Services.
- Comply with all federal statutes implementing regulations, and guidance prohibiting discrimination on the basis of race, color, national origin, sex, age, religion or disability.
- Notify Aitkin County Health and Human Services case manager and suspend service delivery in the event of expiration/revocation of a required license, certification, or registration.
- Ensure proper handling and safeguarding of protected information collected, created, used or disclosed on behalf of Aitkin County Health and Human Services and DHS and in accordance with the federal *Health Insurance Portability and Accountability Act*, including but not limited to the requirements of the *Privacy Rule and the Security Regulations, 45 CFR 160 and 164*; the *Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, in particular 13.46 Welfare Data*; the *Minnesota Medical Records Act, Minnesota Statutes 144.291 – 144.298*; and any other applicable state and federal statutes, rules, and regulations affecting the collection, storage, use and dissemination of private or confidential information.
- Accept Medical Assistance payment as payment in full for HCBS/AC waiver services delivered to a participant.
- Report to Aitkin County Health and Human Services of all child abuse for clients under age 18 and vulnerable adult maltreatment for clients age 18 and over.
- Agree to maintain financial records containing evidence of vendor charges for HCBS waiver/AC services as authorized by the case manager/care coordinator and documenting each occurrence of service provided to a participant.
- Agree to retain these records for five years, making them available to Aitkin County Health and Human Services upon request.

This Agreement shall terminate on December 31, 2016, or when the vendor's license, certification, or registration to provide these services expires, is suspended, or revoked; upon the death of the client; or when the client discontinues receiving services from the Vendor for any reason. The Vendor is an independent service contractor and nothing herein contained shall be construed to create the relationship of employer and employee between the County/Tribal Agency and the Vendor.

**Indemnity:** Home Medical Products and Services does hereby agree that it will at all times hereafter, during the existence of this agreement, indemnify and hold harmless the Agency from any and all liability, loss, damages, costs, or expenses which may be claimed against the Agency by Vendor, or which the Agency may incur in defense of said claims, including reasonable attorney's fees, 1) by reason of any service clients suffering personal injury, death, or property loss or damages either while participating in or receiving from the Vendor the equipment and services to be furnished by the Vendor under this agreement, or while on premises owned, leased, or operated by the Vendor; or 2) by reason of any service clients causing injury to or damage to the property or another person during any time when the Vendor or any officer, agent, or employee thereof has undertaken or is furnishing the equipment and service called for under this agreement.

**Insurance:** The Vendor does further agree that, in order to protect itself as well as the Agency under the indemnity agreement provision hereinabove set forth, it will, at all times during the term of this contract, have and keep in force a commercial general liability policy in the amount of at least \$500,000 bodily injury or property damage per claimant, and in the amount of at least \$1,500,000 for bodily injury or property damage per occurrence and agree to provide a certificate of insurance or other document demonstrating that such insurance has been procured to the Agency.

Under the terms of this agreement, Home Medical Products and Services agrees to deliver supplies in a timely manner and bill the State of Minnesota MMIS II or Prepaid Medical Assistance Program.

This Purchase Agreement may be canceled by either of the signatories hereto giving thirty (30) days prior notice in writing to the other party.

If you have questions regarding the purchase agreement of this service to be provided to a client, please contact the case manager.

\_\_\_\_\_  
Director, Home Medical Products and Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Aitkin County Health and Human Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairperson, Aitkin County Board of Commissioners

\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND EXECUTION:**

By: \_\_\_\_\_  
Aitkin County Attorney

\_\_\_\_\_  
Date