

**HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT**

**AITKIN COUNTY**

**Provider Name:**      **Mercy Home Health Agency**

**DBA:**                    **Mercy Home Care**

**Address:**              **710 South Kenwood Avenue**

**City and Zip:**        **Moose Lake, MN 55767**

**Program Area:**            **HCBS**

**Contract effective for the period beginning July 1, 2013 through December 31, 2013**

**HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT  
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## HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

The Aitkin County Board of Commissioners, located at 204 1<sup>st</sup> Street NW, Aitkin, MN 56431 acting through Health and Human Services, hereafter referred to as the "Lead County" and, Mercy Home Health Agency doing business as Mercy Home Care, at 710 South Kenwood Avenue, Moose Lake, MN, 56431, hereafter referred to as the "Provider," enter into this Contract effective for the period beginning July 1, 2013 through December 31, 2013 regardless of the date of the signatures hereunder, unless sooner terminated or unless extended, as provided herein.

**WHEREAS**, pursuant to the Children and Community Services Act, Minnesota Statutes, Chapter 256.0112, now in force or as hereafter enacted or amended, the Lead County has identified certain populations within the County who are eligible for specific home and community-based waiver services or other services as identified in the attached Attachments A and B; and

**WHEREAS**, federal and state funds are available for the purchase of Title 19 home and community-based services through the State of Minnesota pursuant to U.S. Code, Title 42, sections 1396 through 1396P, and Minnesota Statutes, Chapters 245B and 256B now in force or as hereafter enacted or amended. Home and community-based waiver services include the Community Alternative Care (CAC) Waiver, the Community Alternatives for Disabled Individuals (CADI) Waiver, the Developmental Disabilities (DD) Waiver, the Brain Injury (BI) Waiver, the Elderly Waiver (EW), and Alternative Care (AC); and

**WHEREAS**, the Lead County wishes to purchase services from the Provider and the Provider agrees to furnish services to persons in accordance with Minnesota Statutes, Chapters 245A, 245B, 256B and 256.0112; Minnesota Rules, Chapter 9525, and in accordance with the type, amount, frequency and duration stated in each person's Community Support Plan (CSP) under this Contract; and

**WHEREAS**, the Provider represents that it is duly qualified and willing to perform such services; and has submitted the following identification numbers: Federal Tax ID# 1295804482; NPI or UMPI number 41-0859808; and

**WHEREAS**, the Lead County and the Provider, according to Minnesota Statutes, section 256B.092, subdivision 8a or section 256.0112, subdivision 6, understand that this Contract serves as a Lead County contract for services purchased by other Financially Responsible Agencies;

**NOW THEREFORE**, in consideration of the mutual understandings and agreements set forth, the Provider and the Lead County agree as follows:

**HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT**

IN WITNESS WHEREOF, Aitkin County and the Provider have executed this Contract as of the day and year first written above:

The Provider, having signed this contract, and the Aitkin County Board of Commissioners having duly approved this Contract on \_\_\_\_\_, and pursuant to such approval and the proper County officials having signed this Contract, the parties hereto agree to be bound by the provisions herein set forth. Minnesota Statutes 256.0112.

COUNTY OF AITKIN  
STATE OF MINNESOTA

Mercy Home Health Agency

\_\_\_\_\_  
Aitkin  
County Board of Commissioners

BY: \_\_\_\_\_  
Director

BY: \_\_\_\_\_  
Chairperson of the County Board

\_\_\_\_\_  
Signer's name printed or typed

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

ATTESTED TO:

BY: \_\_\_\_\_  
Director of Aitkin County Health and Human Services

DATED: \_\_\_\_\_

APPROVED AS TO LEGALITY AND  
FORM:

BY: \_\_\_\_\_  
Aitkin County Attorney

DATED: \_\_\_\_\_

# HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

## ATTACHMENTS

- A) The following list of documents herein referred to as “Attachments.” There may be amendments that address changes or addenda that address additions to the terms of this Contract. All properly executed attachments are incorporated by reference and are deemed a part of this Contract:

<u>Attachment Number</u>	<u>Title of Document to be Attached</u>	<u>Number of Pages</u>
1)	Attachment A: “Purchased Services” for Disability Waivers	1
2)	Attachment B: “Purchased Services” for Elderly Waiver (EW) and Alternative_Care (AC)	1
3)	Attachment C: Rate Schedules	1

# HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

Attachment   A  

## Purchased Services

Home and community-based services administered under the following waivers: Community Alternative Care (CAC), Community Alternatives for Disabled Individuals (CADI), Development Disabilities or Related Conditions (DD), and Brain Injury (BI).

The following are services that the Provider agrees to provide for eligible persons under contract. Descriptions for such services can be found in the Disability Services Program Manual (DSPM). *[Please check and have both parties mark their initials next to those that apply.]*

- |  |   |
|--|---|
| <input type="checkbox"/> 24-Hour Emergency Assistance                | <input type="checkbox"/> In-Home Family Support Services          |
| <input type="checkbox"/> Adult Companion Services                    | <input type="checkbox"/> Independent Living Skills Services       |
| <input type="checkbox"/> Adult Day Care Services                     | <input type="checkbox"/> Independent Living Skills– TBI Therapies |
| <input type="checkbox"/> Adult Day Care Services Bath                | <input type="checkbox"/> Live-in Personal Caregiver Expenses      |
| <input type="checkbox"/> Assisted Living                             | <input type="checkbox"/> Modifications and Adaptations            |
| <input type="checkbox"/> Assisted Living Plus                        | <input type="checkbox"/> Night Supervision Services               |
| <input type="checkbox"/> Assistive Technology                        | <input type="checkbox"/> Personal Support Services                |
| <input type="checkbox"/> Behavioral Programming                      | <input type="checkbox"/> Prevocational Services                   |
| <input type="checkbox"/> Chore Services                              | <input type="checkbox"/> Residential Care Services                |
| <input type="checkbox"/> Consumer Directed Community Supports (CDCS) | <input checked="" type="checkbox"/> Respite Care                  |
| <input type="checkbox"/> Consumer Training and Education             | <input type="checkbox"/> Specialist Services                      |
| <input type="checkbox"/> Crisis Respite                              | <input type="checkbox"/> Specialized Supplies and Equipment       |
| <input type="checkbox"/> Day Training and Habilitation (DT&H)        | <input type="checkbox"/> Structured Day Program                   |
| <input type="checkbox"/> Extended Home Care Services                 | <input type="checkbox"/> Supportive Employment Services           |
| <input type="checkbox"/> Family Training, Education and Counseling   | <input type="checkbox"/> Supportive Living Services for Adults    |
| <input type="checkbox"/> Foster Care                                 | <input type="checkbox"/> Supportive Living Services for Children  |
| <input type="checkbox"/> Home Delivered Meals                        | <input type="checkbox"/> Transitional Services                    |
| <input checked="" type="checkbox"/> Homemaker Services               | <input type="checkbox"/> Transportation                           |
| <input type="checkbox"/> Housing Access Coordination                 |   |

*[If there are other services to be provided that are not listed above, check and describe the services below.]*

- Other: Home Health Aide Services
- Other: Professional Nursing Services
- Other:

# HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

Attachment   B  

## Purchased Services

Home and community-based services administered under the Elderly Waiver (EW) and Alternative Care (AC) program.

The following are services that the Provider agrees to provide for eligible persons under contract. Descriptions for such services can be found in the Minnesota Health Care Programs (MHCP) Provider Manual, Chapter 26A. *[Please check and have both parties mark their initials next to those that apply.]*

- |  |   |
|--|---|
| <input type="checkbox"/> 24-Hour Customized Living                   | <input checked="" type="checkbox"/> Home Health Aide Services     |
| <input type="checkbox"/> Adult Day Services                          | <input type="checkbox"/> Home Health Services                     |
| <input type="checkbox"/> Adult Day Services Bath                     | <input checked="" type="checkbox"/> Homemaker Services            |
| <input type="checkbox"/> Adult Companion Services                    | <input type="checkbox"/> Nutrition Services (AC Program Only)     |
| <input type="checkbox"/> Adult Foster Care                           | <input type="checkbox"/> Personal Care Assistance Services        |
| <input type="checkbox"/> Chore Services                              | <input checked="" type="checkbox"/> Professional Nursing Services |
| <input type="checkbox"/> Consumer Directed Community Supports (CDCS) | <input type="checkbox"/> Residential Care Services                |
| <input type="checkbox"/> Customized Living                           | <input checked="" type="checkbox"/> Respite Care                  |
| <input type="checkbox"/> Environmental Accessibility Adaptations     | <input type="checkbox"/> Specialized Supplies and Equipment       |
| <input type="checkbox"/> Family Adult Day Services (FADS)            | <input type="checkbox"/> Transitional Services                    |
| <input type="checkbox"/> Family and Caregiver Training and Education | <input type="checkbox"/> Transportation                           |
| <input type="checkbox"/> Home Delivered Meals                        |   |

*[If there are other services to be provided that are not listed above, check and describe the services below.]*

Other:

Other:

Other:

Other:



# HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT

Attachment C

*Rates effective 9/1/2011*

## RATE SCHEDULES

Service	CAC, CADI, TBI & DD Waiver Rate	Elderly Waiver Rate	Alternate Care Rate
Skilled Nursing	\$69.69/visit	\$69.69/visit	\$69.69/visit \$8.49/15 min unit
Telehomecare Nursing	\$69.69/visit	\$69.69/visit	\$69.69/visit
Home Health Aide	\$53.48/visit \$7.44/15 min unit	\$53.48/visit \$7.44/15 min unit	\$53.48/visit \$7.44/15 min unit
Home Health Aide, Extended	\$5.10/15 min unit	\$7.44/15 min unit	N/A
Homemaker	\$4.28/15 min unit	\$4.28/15 min unit	\$4.28/15 min unit
Respite	\$5.03/15 min unit	\$5.03/15 min unit	\$5.03/15 min unit