

## ADMINISTRATION AGREEMENT

For Purchase of Supplies and Equipment

Aitkin County Health and Human Services Department enters into an agreement with Brainerd Eyecare Center, 506 Laurel Street, Brainerd, MN 56401 for the purpose of purchasing supplies and equipment for Alternative Care and Waivered Service Clients of Aitkin County.

This Contract will run yearly from March 28, 2013 to June 30, 2014

Federal ID # 411682283

State ID # N/A

Provider # 1942351002

Brainerd Eyecare Center agrees to comply with all federal and state regulations governing medical supplies.

**Indemnity:** Brainerd Eyecare Center 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 of Contractor, 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 Contractor the equipment and services to be furnished by the Contractor under this agreement, or while on premises owned, leased, or operated by the Contractor; or 2) by reason of any service clients causing injury to or damage to the property or another person during any time when the Contractor or any officer, agent, or employee thereof has undertaken or is furnishing the equipment and service called for under this agreement.

**Insurance:** The Contractor 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, Brainerd Eyecare Center agrees to deliver supplies in a timely manner and bill the State of Minnesota MMIS II.

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



\_\_\_\_\_  
Brainerd Eyecare Center, Director

6-5-13

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND EXECUTION:**

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

\_\_\_\_\_  
Date