

# CareBreaks

*"Providing a Respite break for caregivers caring for loved ones of any age"*

## **Vendor Agreement Form**

\_\_\_\_\_ (Vendor) with the understanding that participation in the **CAREBREAKS** RESPITE program, hereinafter the Agency, is voluntary, and agrees to the following:

- 1) To be licensed, certified, or registered as required by State and/or Federal law. The Vendor will notify the Agency within seven (7) days of any adverse action initiated against the license, certification, or registration of the Vendor or any of its officers, agents or employees.
- 2) To provide necessary respite services within the amount, duration, and scope specified by the Agency. Services to eligible care recipients must be consistent with the Vendor's qualifications and adhere to professional standards governing respite care.
- 3) To maintain, for a minimum of three (3) calendar years after the year of service, information and records necessary to determine the nature and extent of services rendered under the Agency's program. To furnish those records to the State of Rhode Island upon request by the Agency. In addition, the Vendor agrees to notify the Agency of any significant business transactions including, but not limited to, bankruptcy, merger, or any change of ownership or control interest of the Vendor.
- 4) To accept the rates of reimbursement set by the Agency as the sole and complete payment in full for services delivered to eligible care recipients, except for payment made from the recipient's cost sharing requirements.

Care recipients in Level 5 will be responsible for 100% of the cost of service. Level 5 clients are provided supportive services through CareBreaks. All are families with economic and or medical needs that would warrant extending the negotiated rate for in home services. Agencies are encouraged to charge the negotiated rate to Level 5 families.

- 5) To offer services in accordance with Title VI of the 1964 Civil Rights Act and Section 504 of the Rehabilitation Act of 1973, as amended, as well as all State and Federal laws that prohibit discrimination on the basis of race, sex, age, color, religion, national origin and handicap.
- 6) It is expressly understood that this program is the payer of last resort for respite care.
- 7) To notify the Agency of material and/or substantial changes in information contained on the enrollment application submitted by the Vendor. This notification shall be made in writing within thirty-five (35) days of the event triggering the reporting obligation.

- 8) To bill the Agency in accordance with the Agency's established fee schedule, but in no event more than the Vendor's usual, customary, and reasonable rate charged to the general public for all services provided to clients.
- 9) To submit invoices on the form provided by the Agency.
- 10) The Vendor shall be responsible for the accuracy of claims submitted. Vendor acknowledges that neither the Agency nor its fiscal agent bears responsibility for the review and correction of inaccuracies in any claim form or transmittal submitted by the Vendor.
- 11) In the event that the Agency determines that an overpayment has been made to the Vendor, the Vendor agrees that an amount equal to the overpayment may be withheld by the Agency pending settlement of the disputed claim.
- 12) To acknowledge that administrative, civil, or criminal action may be initiated if the provider is found to be in violation of Federal or State statutes or the Agency's policies.
- 13) To agree that any amendments or revisions to this Vendor Agreement must be made in writing and signed by both parties.

***This is to certify that the information provided in support of this Vendor Application is true and accurate and I completely understand that any falsification or concealment of a material fact may be prosecuted under Federal and State Laws. Willful misstatement of any material fact in the application may result in criminal prosecution. I acknowledge that this is being signed under penalty of perjury.***

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Signature of Vendor, Senior Partner, Chief Corporate Officer or Authorized Agent

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Full Name (Print)

Title

Date