



Trusted Care Solutions

A Private Pay Care Management Program
Offered by The Information Center, Inc.

Direct Service Purchasing Agreement

The Information Center
20400 Superior Rd
Taylor MI 48180
(734) 282-7171
www.theinfocenter.info



Dear Potential Provider:

Thank you for providing services to seniors and disabled adults in the community.

The Information Center, Inc. (TIC) is a private non-profit organization established in 1975. It is our mission to empower people with the ability to make informed choices by providing assistance, advocacy, information, and access to public resources, community services and activities to facilitate independence, self-reliance, and dignity.

One of the programs offered at TIC that supports our mission is Trusted Care Solutions. Trusted Care Solutions is a private pay care management program that empowers and educates at risk adults allowing them to make informed choice that will secure their safety and independence. The goal of this program is to provide education, resources, and services that will prevent premature nursing home placement.

Enclosed you will find a Direct Service Purchase Agreement for Trusted Care Solutions. By becoming an approved Trusted Care Solutions provider, your company is placed in a "service pool." When your organization's services are needed, you will be contacted by The Information Center with a request for the service and service authorization.

This application packet has been enclosed for your review. You must complete:

- Purchase of Service Cost Agreement (Page 3)
- Terms of Agreement (Page 6)
- Assurance of Compliance (bottom of Page 7)
- Suspension and Disbarred Declaration (Page 8)
- Verification of Criminal Background Check (Page 9)
- Business Associate Agreement (Page 11)
- TIC Vendor View Provider Enrollment Form

In addition, all providers/companies must provide a copy of:

- **Licenses** that may be required (i.e. counselor, general contractor, etc.)
- Copy of **insurance for general liability** and **worker's compensation**
(you must contact your insurance company and add The Information Center as a certificate holder.)

When you have had the opportunity to review this application, please contact me at (734) 282-7171 with questions you may have. You will need to return 2 copies of the contract with the owner's original signatures and one copy of the appropriate licenses and insurance certificates.

Sincerely,

Daniel Smith
Contracts Specialist

Trusted Care Solutions

Offered by The Information Center, Inc.

Purchase of Service Cost Agreement

THIS AGREEMENT is entered into by and between the Provider Agency, listed below, and The Information Center, Inc. The Family Resource Place of 20400 Superior Rd Taylor, MI 48180, herein referred to as TIC.

NETWORK PROVIDER:			<i>Hereinafter referred to as Provider</i>
CONTACT PERSON:		TITLE:	
ADDRESS:			
CITY:		STATE:	ZIP:
PHONE:	FAX:	EMAIL:	

Tax Status:

- Sole Proprietor
- Partnership
- Corporation
- LLC

Type of Provider:

- Private for Profit Corporation
- Private Non-Profit Corporation
- Public

Minority Owned:

- Yes
- No

***Services Offered:** Please indicate with a check which services are offered by your organization. The contracted rate for each service is located on page 5 of this agreement.

- | | |
|--|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> Community Living Supports <input type="checkbox"/> Counseling <input type="checkbox"/> Private Duty Nursing <input type="checkbox"/> Environmental Modification <input type="checkbox"/> Durable Medical Equipment <input type="checkbox"/> Personal Emergency Response <input type="checkbox"/> Electric Pill Minder <input type="checkbox"/> Fiscal Intermediary Service | <ul style="list-style-type: none"> <input type="checkbox"/> Transportation <input type="checkbox"/> Adult Day Service <input type="checkbox"/> Out-of-Home Respite <input type="checkbox"/> Lawn/Snow <input type="checkbox"/> Non-Emergency Transportation <input type="checkbox"/> Chore <input type="checkbox"/> Home Delivered Meals |
|--|---|

*Service definitions are identified in the Michigan Department of Health and Human Services (MDHHS) Operating Standards for the MI Choice Waiver Program. It is understood though, that this program has no affiliations to the MI Choice Waiver program or its participants.

TERMS OF AGREEMENT

1. **Licensing.** The Provider shall comply with all applicable state and local licensure requirements.
2. **Business Status.** The Provider shall provide documentation upon request that it has a legal basis for existence such as: private non-profit corporation status with appropriate IRS tax exempt status, a private for-profit corporation, governmental affiliation, partnership, or sole proprietor.
3. **Insurance.** The Provider shall maintain and supply proof that it has a public liability and property damage insurance policy insuring the Provider and TIC against any liability imposed upon the Provider arising out of the performance of work of any nature carried out by the Provider, or anyone directly or indirectly employed by the Provider, under this agreement. Coverage shall include, where appropriate to the operations of the Provider, facility insurance, worker's compensation, unemployment, personal liability, professional liability, bonding, general liability, property and theft coverage, malpractice insurance, no fault vehicle, and program drivers insurance.
4. **Hold Harmless.** The Provider shall, at its own expense, protect, defend, indemnify and save harmless TIC and its employees, from all damages, liability, costs and expenses that TIC may incur as a result of any activities of the Provider or its employees or agents that may arise out of this contract.
5. **Independent Contractor.**
 - a. It is understood and agreed that Provider holds itself out to the general public as a business providing the services described in this agreement. It is expressly understood and agreed that the legal and tax status of the Provider shall be that of independent contractor, and that under no circumstances shall the Provider or the employees of Provider be deemed to be the employees of TIC. Provider shall fill out and submit to TIC upon request an Independent Contractor Statement supplied by TIC.
 - b. Provider shall retain its business organization status, i.e., private for profit corporation, private non-profit business corporation, governmental affiliation, partnership, sole proprietor, throughout the term of this agreement and shall immediately notify TIC of any change in its business status, or business office address during the term of this agreement. Provider agrees to provide to TIC any evidence of independent contractor status requested by TIC.
 - c. The Provider assumes full responsibility for payment of all withholding tax, social security tax, unemployment tax or any payroll deductions required by law for individuals who perform services for, or on behalf of, the Provider pursuant to this Agreement.
 - d. The Provider shall, at its own expense, protect, defend, indemnify and save harmless TIC and the Michigan Department of Community Health, its officers, directors, agents, and employees, from all damages, liability, costs and expenses that TIC may incur as a result of any lawsuits or administrative claim brought against TIC by a Provider employee alleging any employment-related claim.
6. **Subcontracts.** The Provider shall not assign, transfer, share or subcontract any of its duties or any of the services that it will render under the Agreement or contract to any third party or to any independent contractor. It is specifically understood that all persons who are providing said discounted services, have at all times in their employee files, signed and valid hiring forms. The Provider shall be responsible for the performance of all assignees.
7. **Communication.** The Provider agrees to provide TIC with regular feedback regarding participants referred to the Provider for services, including, but not limited to: increase or decrease in need, emergency related situations, hospital and nursing home placement/discharge, inability to provide services, and reporting possible fraud, neglect, abuse, and exploitation. *All communications will be made using the Vendor View on-line system.* Service providers are state mandated reporters and are required to report any suspected abuse, neglect, or fraud to Adult Protective Services.
8. **Care Plan/Emergency Back Up Plan.** The provider agrees to follow the plan of service and emergency back-up plan as developed by TIC, the participant, and their allies and as outlined in the service authorization and care plan documents. Archiving of these documents through the Vendor View system shall constitute acceptance by the Provider. These documents must be archived by the Provider within 2 days.
9. **Audit Compliance.**
 - a. Provider shall permit TIC, Federal, or State auditors to inspect financial records related to this agreement and Provider shall retain said records for at least six (6) years after the termination of this agreement.
 - b. If, prior to the expiration of the six (6) year retention period, any litigation or audit is begun, or a claim is

instituted involving the Agreement covered by the record, the Provider shall retain the records beyond the six (6) year period until the litigation, audit finding, or claim has been finally resolved.

- 10. Amendments.** Any changes to this Agreement will be valid only if made in writing and accepted by all parties to this Agreement.
- 11. Federal Regulations.** The Provider will comply with federal regulation 45 CFR Part 76 and certifies to the best of its knowledge and belief that its employees:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Have not within a 3-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section b, and;
 - d. Have not within a 3-year period preceding this agreement had one or more public transaction (federal, state or local) terminated for cause or default.
- 12. Confidentiality.** Provider shall protect client confidentiality, and agree not to identify TIC Trusted Care Solutions members by name or otherwise, in any reports, without prior consent from member, and approval by TIC. Legal limitations exist on both the Provider and TIC regarding the disclosure of information about a member. The law treats all communication received from the member as confidential, whether oral or written, including records derived from those communications. However, the disclosure of information to others does not by itself, abolish a client's expectation of privacy as protected by law. Those to whom disclosure is made have a duty to maintain the confidentiality of the disclosure.
- 13. Unit Rates.** Rates are based on a 15 min unit unless otherwise indicated. The rate charged shall not vary unless authorized by Care Management Department Supervisor at TIC. All purchased services will be authorized using a Service Authorization form, and must be formally pre-approved. For the term of this agreement, the Provider is agreeing to the following rates for services:

<u>Services provided in 15-Minute Units</u>	Rate per unit	Rate per Hour
Community Living Supports	\$4.13	\$16.50
Community Living Supports with Transportation (includes mileage)	\$4.38	\$17.50
Counseling	\$16.25	\$65.00
Adult Day Care Services	\$4.25	\$17.00
Private Duty Nursing	\$10.00	\$40.00
Chore	\$4.25	\$17.00
Personal Emergency Response	n/a	\$28.00
Electronic Pill Minder	n/a	\$38.00
Non-Emergency Transportation	n/a	\$30.00 one way 15 mile radius
Home Delivered Meals	\$6.00	n/a

Per Diem Services

Per Estimate Services

Environmental Modifications	Per Estimate
Durable Medical Equipment	Per Estimate
Out of Home Respite (per day)	Per Estimate
Lawn and Snow Removal	Per Estimate

14. Billing.

- a. The Provider agrees to bill TIC *by the 10th day* following the last date of in a month.
- b. TIC shall not be charged for services not authorized on a service authorization.
- c. The Provider shall not charge for services not delivered or provided.
- d. If payment is made to the Provider by TIC for services not performed or for overcharges for services, TIC reserves the right to require reimbursement of those funds from the Provider.
- e. Provider shall charge all TIC clients herein agreed costs for units of service.
- f. TIC shall not accept bills that are more than 30 days old.

15. Effective Date of Agreement. It is understood by and between the Provider and TIC that a binding agreement shall commence on the date of acceptance as indicated by the signature of TIC herein.

16. Suspension/Termination. Either party may terminate this agreement, with or without cause upon thirty (30) days prior written notice to the other party. Further, TIC may immediately discontinue any or all services for cause such as the investigation or violation of the terms of this contract or other regulatory standard. In the event of any allegations of contract breach or violation of service standards TIC at its sole discretion shall have the right to suspend the provider and to withhold new referrals pending an investigation of any such claims of breach or violation. Termination of the agreement will result in removal of the provider’s listing in the directory within 30 days or at the next printing.

Authorized Provider Agency Representative

Acceptance by TIC

Authorized Provider Signature

Date

Edward D’Angelo
President and CEO

Date

COMPLIANCE WITH APPLICABLE LAWS

Providers shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract so far as they are applicable to the services provided. Without limiting the generality of the foregoing, Providers expressly agree to comply with the following standards, laws, regulations and executive orders, as they may be amended from time to time during the term of the Contract, to the extent they are applicable to the Contract and to the Provider.

HIPAA Business Associate Requirements

The federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the federal regulations implementing the Act require that TIC obtain certain satisfactory assurances from its business associates. Such satisfactory assurances and the other business associate contracting requirements. Contractor is a business associate of TIC and desires to provide such assurances with respect to the performance of its obligations under the Contract. Contractor provides the satisfactory assurances, which is incorporated herein by the following reference, and Contractor and TIC agree to comply with the terms and conditions contained in 42 USC 1320d –1320d-8, Public Law 104-191, sec. 262 and sec. 264 and the implementing Privacy Rule at 45 CFR part 160 and 164, subparts A and E.

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned HEREBY AGREES THAT it will comply with section 504 of the Rehabilitation Act of 1973, as amended (29.U.S.C. 794), all requirements imposed by the applicable HHS regulations (45.C.F.R. Part 84) and all guidelines and interpretations issued pursuant thereto.

Pursuant to 84.5(a) of the regulation (45.C.F.R. 84(a)) the provider gives this assurance in consideration of and for the purpose of obtaining any and all grants, loans, contract (except procurement contracts of insurance or guaranty), property, discounts, or other financial assistance made after such date on applications for financial assistance that were approved before such date. This assurance is binding on the provider, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipient.

Assurance of Compliance with the Equal Opportunity Executive Orders, Department of Health, Education & Welfare Regulation Under Title VI of the Civil Rights Act of 1964, Michigan Handicappers Civil Rights act of 1976, Elliott-Larsen Civil Rights Act of 1976.

The Provider named below HEREBY AGREES THAT it will comply with the Equal Opportunity requirements of Executive Order 1979-4 issued by the Governor September 7, 1979; Executive Order 1983-4 issued by the Governor March 3, 1983; the Michigan Civil Rights Act, P.A. 453 of 1976, as amended; the Michigan Handicappers' Civil Rights Act, P.A. 220 of 1976, as amended; and the Americans with Disabilities Act, P.L. 101-336, 1990; Title VI of the Civil Rights Act of 1964 (P.L. 88-52), the Michigan Handicapper's Civil Rights Act of 1975 (P.S. 220), and the Elliott-Larsen civil Rights Act of 1975 (P.A. 453, Section 209) and will comply with requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45.C.F.R. Part 80) issued pursuant to that title to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Provider receives Federal or state financial assistance from The Information Center, Inc., and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of federal or state financial assistance extended to the Provider for the period during which said property or structure is used for a purpose for which Federal or state financial assistance is extended. This Assurance further certifies that the applicant agency has no commitments or obligations which are inconsistent with compliance of these and any other pertinent Federal or state regulations and policies, and that any other agency, organization or party which participates in this project shall have no such commitments or obligations, and all activities shall not run counter to the purpose and intent of this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal or state grants, loans, contracts, property, discounts, or other Federal or state grants, loans, contracts, property, discounts or other Federal or state financial assistance extended after the date hereof to the Provider by the TIC or the United States or both shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Provider, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Provider.

Authorized Provider Signature

Title

Date

SUSPENSION AND DISBARRED DECLARATION

PROVIDER AGENCY
PROVIDER ADDRESS

TIC is prohibited from contracting with providers that are suspended or debarred. Signing this form indicates that the agency is not suspended or debarred, to include the principles of your agency.

Additionally, TIC is interested in the provider agency’s experience over the past four years in reference to the following list. Please check one for each item:

YES	NO	EXPERIENCE
<input type="checkbox"/>	<input type="checkbox"/>	Grievance or complaints against the organization (not including discrimination)
<input type="checkbox"/>	<input type="checkbox"/>	Lawsuits or judgments
<input type="checkbox"/>	<input type="checkbox"/>	Investigations of fraud, abuse, conflict of interest, political activities, nepotism, or any criminal activities
<input type="checkbox"/>	<input type="checkbox"/>	Default or breach of contract
<input type="checkbox"/>	<input type="checkbox"/>	Cancellation or non-renewal of contracts due to non-performance or poor performance
<input type="checkbox"/>	<input type="checkbox"/>	Bankruptcy or receivership by the organization or a parent organization
<input type="checkbox"/>	<input type="checkbox"/>	Discrimination complaints or rulings against the organization/agency

If yes was checked for one or more of the above, information must be provided which should include at a minimum: Date item checked was initiated; Party or parties involved with specific reference to any Federal funds; Brief description of the circumstances; Final disposition and date; and a Brief description if action is still pending.

I certify that the agency and its principles are not suspended or debarred from receiving federal funds.

Authorized Provider Agency Representative

Signature

Title

Date

Verification of Criminal Background Check

For contracted services offered in conjunction with
The Information Center, Inc.

_____ is applying for a contract to provide services to
(Company Name)
clients enrolled in the Trusted Care Solutions program.

As a contractor with TIC, the following activities will be performed (*check all those that apply*):

- | | |
|--|---|
| <input type="checkbox"/> Community Living Supports | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Counseling | <input type="checkbox"/> Adult Day Service |
| <input type="checkbox"/> Private Duty Nursing | <input type="checkbox"/> Out-of-Home Respite |
| <input type="checkbox"/> Environmental Modification | <input type="checkbox"/> Lawn/Snow |
| <input type="checkbox"/> Durable Medical Equipment | <input type="checkbox"/> Non-Emergency Transportation |
| <input type="checkbox"/> Personal Emergency Response | <input type="checkbox"/> Chore |
| <input type="checkbox"/> Electric Pill Minder | <input type="checkbox"/> Fiscal Intermediary Services |
| <input type="checkbox"/> Home Delivered Meals | |

This background check is being sought for screening purposes to protect the safety and security of clients and employees of the above mentioned company.

By signing, the provider confirms that its employees who provide direct hands on services in the home or have access to information of the Trusted Care Solutions members have undergone a criminal background check as part of their employment hiring process

Provider Signature

Date

BUSINESS ASSOCIATE AGREEMENT

This Agreement is entered into by and between TIC and _____, referred hereafter as PROVIDER, to set forth the terms and conditions under which protected health information, as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Regulations enacted thereunder, created or received by PROVIDER on behalf of TIC may be used or disclosed.

This Agreement shall commence on _____ and the obligations herein shall continue in effect so long as PROVIDER uses, discloses, creates or otherwise possesses any protected health information created or received on behalf of TIC and until all protected health information created or received by PROVIDER on behalf of TIC is destroyed or returned to TIC pursuant to Paragraph 15 herein.

- 1) PROVIDER hereby agrees to maintain the security and privacy of all protected health information in a manner consistent with Michigan and federal laws and regulations including the Health Insurance Portability and Accountability Act of 1996 and Regulations thereunder, and all other applicable law.
- 2) PROVIDER further agrees not to use or disclose protected health information except as expressly permitted by this Agreement, applicable law, or for the purpose of managing PROVIDER's own internal business processes consistent with Paragraph 2 herein.
- 3) PROVIDER shall not disclose protected health information to any member of its workforce unless PROVIDER has advised such person of PROVIDER's privacy and security obligations under this Agreement, including the consequences for violation of such obligations. PROVIDER shall take appropriate disciplinary action against any member of its workforce who uses or discloses protected health information in violations of this Agreement and applicable law.
- 4) PROVIDER shall not disclose protected health information created or received by PROVIDER on behalf of TIC to a person, including any agent or subcontractor of PROVIDER but not including a member of PROVIDER's own workforce, until such person agrees in writing to be bound by the provisions of this Agreement and applicable Michigan or federal law.
- 5) PROVIDER agrees to use appropriate safeguards to prevent use or disclosure of protected health information not permitted by this Agreement or applicable law.
- 6) PROVIDER agrees to maintain a record of all disclosures of protected health information, including disclosures not made for the purposes of this Agreement. Such record shall include the date of the disclosure, the name and, if known, the address of the recipient of the protected health information, the name of the individual who is the subject of the protected health information, a brief description of the protected health information disclosed, and the purpose of the disclosure. PROVIDER shall make such record available to an individual who is the subject of such information or TIC within five (5) days of a request and shall include disclosures made on or after the date which is six (6) years prior to the request or April 15, 2005, whichever is later.
- 7) PROVIDER agrees to report to TIC any unauthorized use or disclosure of protected health information by PROVIDER or its workforce or subcontractors and the remedial action taken or proposed to be taken with respect to such use or disclosure..
- 8) TIC may amend this Agreement by providing ten (10) days prior written notice to PROVIDER in order to maintain compliance with Michigan or federal law. Such amendment shall be binding upon PROVIDER at the end of the ten (10) day period and shall not require the consent of PROVIDER. PROVIDER may elect to discontinue the Agreement within the ten (10) day period, but PROVIDER's duties hereunder to maintain the security and privacy of protected health information shall survive such discontinuance. TIC and PROVIDER may otherwise amend this Agreement by mutual written agreement.
- 9) PROVIDER shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless TIC and its employees and directors from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorney's fees, including at trial and on appeal) asserted or imposed against any indemnities arising out of the acts or omissions of PROVIDER or any subcontractor of or consultant of PROVIDER or any of PROVIDER's employees, directors, or agents related to the performance or nonperformance of this Agreement.
- 10) Both parties of this agreement understand the following statement to be true, and to be reproduced on all marketing materials used for the Trusted Care Solutions program:

The Trusted Care Solutions program is not endorsed by any agency or accredited by any organization. Disclosures: The discount medical, health, and other benefits are NOT insurance, a health insurance policy or part of any Medicare/Medicaid plan. The program provides discounts for certain supports and services that may be medically-related offered by providers who have agreed to participate in the program. The range of discounts for supports and services offered by the program will vary depending on the provider, the services/products available, and the needs of the member. The member is required and obligated to pay for all

discounted services and/or products that it authorizes through this program under the terms set forth by the provider at time of their authorization.

Edward D'Angelo, President and CEO
The Information Center, Inc.

Date

Provider signature

Date