



[PAVE Partnerships for Action](#)  
[Voices for Empowerment](#)

*A respite coalition & voucher program for unpaid family caregivers of any age living in Washington State.*



[www.lifespanrespitewa.org](http://www.lifespanrespitewa.org)

## **Respite Voucher Program**

### **INTER-AGENCY AGREEMENT**

**THIS AGREEMENT** is entered into, by, and between **PAVE** and its Subcontractor,

---

hereinafter referred to as the “**Respite Provider Agency**”, or “**RPA**”.

**Period of Performance:** When the RPA Application Process has been approved/completed through AUGUST 31, 2020, unless sooner terminated as provided herein. PAVE has no obligation to renew this agreement with the Respite Provider Agency (RPA). This agreement is not valid until a copy signed by the RPA is received and counter-signed by PAVE. Reference attached Policy and Procedure (P&P) document and any accompanying forms for additional information.

#### **THEREFORE, IT IS MUTUALLY AGREED THAT:**

##### **1. The Respite Provider Agency (RPA) will:**

- a. Provide **direct respite services** in Washington State.
- b. Endorse and uphold **standards** that are ethical and honest with annual external reviews and/or audits to ensure fiscal accountability.
- c. Ensure the completion of criminal history **background clearances**, as required by state and federal law, for RPA employees and volunteers who will have unsupervised access to vulnerable children and/or adults. *Reference Policies & Procedures (P&P), Section I.*
- d. Possess and provide a certificate of agency **liability insurance** consistent with standards of the State of Washington with PAVE as a certificate holder and signed by the agency’s legal signer(s), appointed officials, agents, and employee’s names as additional insured’s as outlined in the Lifespan Respite Washington *P&P, Section II.*

- 
- e. Do not transport clients in a private vehicle. If the agency's standard of business offers agency transport; e.g., to and from a camp, educational facility, or adult day program, **the RPA must provide proof of transportation** insurance to PAVE. The RPA must also provide **Worker's Compensation** insurance commensurate with its regulatory requirements. Reference the *P&P, Section II*. PAVE expects the RPA is covered by all applicable insurance for its business.
  - a. **Train respite provider workers** in accordance with Washington State Statute, or meet other minimum training requirements if exempt from said statute. Reference the attached *P&P, Section III*.
  - b. Expedite matching of skilled and trained respite provider workers with care receivers to **best meet individual needs** in a way that fosters dignity and respect, and is in compliance with applicable state and federal regulations pertaining to Civil Rights and Non-discrimination (Chapter 49.60 RCW; 42 USC, Section 12101 et seq.), and as outlined in the *P&P, Section VIII*. For the purposes of Lifespan Respite Washington, "respite care" can include direct care, monitoring, companionship, or even light housework and meal-making, as outlined in *P&P, Sections V & VI*.
  - c. Support the **eligibility qualification criteria** for unpaid family caregivers; i.e., ensuring that any information learned from caregivers indicating they are not qualified is provided to the LRW Program Coordinator right away. Reference the *P&P, Section IV*.
  - d. Authorize the use of RPA information as provided in the application process (services, logo if used, contact information) to be used on the LRW and host agency websites or other related online websites and products; e.g., newsletters, RPA resource listing, etc.
  - e. Maintain client (caregiver/recipient) **confidentiality**, sharing information only on a need-to-know basis and only as permitted by this agreement or otherwise by the Health Insurance Portability and Accountability Act (HIPAA), and as referenced in the attached *P&P, Section VII*.
  - f. **Complete and return with signatures any required forms** to ensure:

- 
- 1) Caregiver understanding of the RPA services; e.g., a client services agreement or other documentation as required by PAVE (providing the fee schedule/rates, scope, limitations, start/end dates, etc.) so caregiver is fully informed of eligibility requirements, process, and related policies.  
*Reference P&P, Section VI; and*
- g. **Accept no payment from the caregiver/care receiver** for the purposes of this voucher program. After the caregiver's approved voucher is exhausted, PAVE will not be held accountable for payment arrangements that may be privately made separately from the LRW voucher system.
- h. **Each voucher is not to exceed \$1,000.00 per household**, unless an exception has been granted by PAVE. In addition, any administrative fees will not be more than 10% of the total voucher award. All applicable administrative fees must be included at the time services are billed. Further billing information (e.g. 30 days submission, reports of service provided, type of support provided, etc.) will be provided to all approved RPAs. **The RPA will track respite voucher usage** to ensure the dollar value does not exceed \$1,000.00 per household (not including the 10% administrative fee) unless authorized on an individual basis.
- i. **Notify the Lifespan Respite Project Coordinator at PAVE of any changes, problems, or concerns** related to the respite care being provided. Immediate written notification must occur for any incident or accident requiring termination based upon employee misconduct, medical intervention or emergency response. Reference P&P, *Section VI*.
- j. RPA **will not** transport any care recipient or family caregiver in personal vehicles; e.g., the paid worker's or the family vehicle. In order to ensure best practices of employees, transportation will only be allowed for programs where transportation is a typical part of the agency curriculum; e.g., parks and recreation agency, camp, adult day health. *Reference P&P, Section II*.
- k. **Provide information**, as needed and requested by PAVE, to satisfy grant requirements, including financial, service delivery information, and testimonials where applicable.

1. Sign and return this agreement to PAVE in order to be considered a placement option on the respite provider agency list for independent caregiver selection.

**2. PAVE shall:**

- a. Administer the Lifespan Respite Washington Voucher System, including authorizing services with begin/end dates, or the processing of respite vouchers.
- b. Inform, train, and provide ongoing technical assistance, as needed, for participating RPAs and family caregivers regarding the voucher system policies and procedures.
- c. Monitor participating RPAs for compliance with the voucher system procedures.
- d. Assure payment to participating RPAs for respite provided.

2. **Disqualification:** The RPA may be disqualified by PAVE for any abuse or violation of program requirements, policies, or procedures. A RPA that commits fraud or abuse is liable for prosecution under applicable federal, state or local laws.

3. **Appeal:** When any action being appealed disqualifies the RPA agency from providing services, the RPA shall cease accepting and redeeming respite vouchers on the date specified in the notice.

4. **Termination:** Any party listed in this Agreement may terminate this Agreement by providing a thirty (30) day-advance written notification.

5. **Indemnification:** Each party, as undersigned, (an "Indemnitor") agrees to defend, indemnify and hold harmless the other party (the "Indemnitee"), as well as its officers, directors and employees, together with their successors and assigns (the "Indemnitee Parties") from any claim, damage, loss, expense, liability, obligation, action or cause of action (including reasonable attorney fees) and claims for bodily injury or death arising from services rendered or for facilities provided with the operation of the Lifespan

Respite Washington Voucher Program, which the Indemnatee Parties may or might sustain, pay or suffer, by reason of any act, omission or negligence by Indemnitor.

**Signatures of Agreement.** Signing this Agreement does not guarantee an unpaid family caregiver will select this RPA; therefore, there is no guarantee that PAVE /LRW will provide any monetary payment without one or more caregivers selecting the RPA within the confines of this Agreement.

**IN WITNESS WHEREOF**, the undersigned agree to have read and will comply with this Agreement **and its attached Policy and Procedures**, and have affixed signatures in execution thereof:

<b>SIGNATURES:</b>	_____	_____
<b>NAME:</b>		Tracy L. Kahlo
<b>TITLE:</b>		Executive Director
<b>COMPANY:</b>		<b>PAVE</b>
<b>ADDRESS:</b>		6316 S. 12 <sup>th</sup> Street Tacoma, WA 98465
<b>EMAIL:</b>		<a href="mailto:tkahlo@wapave.org">tkahlo@wapave.org</a>
<b>PHONE:</b>		253.565.2266
<b>TOLLFREE:</b>		1.800.572.7368
<b>FAX:</b>		253.566.8052
<b>WEBSITE:</b>		<a href="#">PAVE Partnerships for Action</a> <a href="#">Voices for Empowerment</a>
<b>DATE SIGNED:</b>	_____	_____

Funding for this project provided by the U.S. Administration on Aging, Administration for Community Living, Grant #1836-36336 *Lifespan Respite Washington*, awarded through the WA State, DSHS/ALTSA to PAVE for Lifespan Respite Washington.



[www.lifespanrespitewa.org](http://www.lifespanrespitewa.org)

*A respite coalition & voucher program  
for unpaid family caregivers of any age  
living in Washington State.*