

Respite Voucher Program

INTER-AGENCY AGREEMENT

THIS AGREEMENT is entered into, by, and between **PAVE** and its **Subcontractor**, or [_____], hereinafter referred to as the Respite Provider Agency or RPA.

Period of Performance: 8/1/2023 through 7/31/2027, 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, p.2.*
- 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 employees names as additional insured's as outlined in the Lifespan Respite Washington Policies and Procedures.
- 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 (pp. 3-6). PAVE *also highly recommends that RPAs possess abuse insurance.*

- f. **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 (p. 7).
- g. 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 VII (Disability Awareness). 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 Section V (Additional Definitions).
- h. 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 Staff right away. Reference the P&P, section IV (Caregiver Qualifications). This can be provided at giverespite@wapave.org or getrespite@wapave.org or by calling the number listed on the website.
- i. 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.
- j. Maintain client (caregiver/recipient) **confidentiality**, sharing information only on a need-to-know basis and then with a written/signed consent in accordance with the Health Insurance Portability and Accountability Act (HIPAA), and as referenced in the attached P&P, Section VI.
- k. **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.) prior to services so

caregiver is fully informed of eligibility requirements, process, and related policies (reference P&P, Section VI, RPA Role)

- l. 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.
- m. Each voucher is not to exceed \$1,000.00 per household**, unless an exception has been granted by PAVE. In addition, an administrative fee of ***no more than 10%***, if applicable, must also be billed at the time services are billed. Grant Voucher funds will not be used to pay for services provided under other agreements between voucher holders and the RPA.

 - 1) Assure all documentation for billing and respite services are signed by an official RPA designee, as authorized by legal authorities of the agency (e.g. CEO, Executive Director, CFO, etc.).
 - 2) Submit your base rates per type of service you provide and update by submitting and/or responding to requests by LRW Staff at least twice if not annually over the three-year contract. This is to get a sense of and share with caregivers globally on the LRW website tip-sheets, support in selection, etc. to raise their understanding of the costs of services ranging from RN Medication reviews through in-home to camps. LRW's intent will be general and not specific in citing this information. Nonprofits cannot offer comparatives and/or engage in advertising language (e.g. "90% of clients say this about an respite provider, 4:5 clients prefer and name a provider, etc.). LRW will be averaging the base rates of services by all providers as required by ALTSA Grant Officers. These will include base rates for in-home, camps, and classes for Eastside and Westside RPAs.
 - 3) Each invoice must include the following:

 - a. The name of the caregiver receiving respite and;
 - b. The names of the care receiver/s who will receive care from the RPA;
 - c. The date(s) of service and hours served.

- d. If using one invoice for multiple care receivers, separate by line-items each care receiver in one family and details listed above (a-c) in order to account for all expended funds/costs.
 - e. RPAs may include a per mile rate for vouchers when home care agency care providers must drive to homes in remote areas. The mileage rate will be subtracted from the caregiver's total voucher amount. The RPA will inform caregiver of the total reduction in voucher dollars at a time before care is provided.
 - f. The 10% Administrative fee. Not including this as a line item could result in forfeiture of this fee for administrative services. Administrative Services can include staff time spent to meet with family caregivers during an assessment visit; e.g., in-home care, or providing administrative support during the RPA application process; e.g., (camp, parks and recreation programs, classes).
- 4) Invoices must be submitted **within 30 days** of service month end date (e.g., 8/31/19 for the month of July), to include information reflecting the respite provided (name of care recipient, dates, times, and type of respite).
- 5) Invoices submitted after two months from the month of care may not be honored.
- 6) The RPA will ensure all PAVE checks are cashed within 60 days of receipt. **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.
- n. **Notify the Lifespan Respite Staff 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 (RPA Role).
- o. The care recipient **must** be in the direct care of the paid care worker at all times during a respite care session.

- p. 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 (Insurance).
- q. **Provide information**, as needed and requested by PAVE, to satisfy grant requirements, including financial, service delivery information, and testimonials where applicable.
- r. 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.
- e. Upload all active providers to the searchable, online database for registered providers.
- f. Assure all respite providers are welcome to join LRW Coalition Meetings to connect across our State and network and share, receive/provide training, information and resources.
- g. Provide periodic data and information regarding LRW services and evaluations.

3. **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.

4. **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.

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

6. **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 Indemnitee 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:

SIGN: _____

Name: Tracy L. Kahlo
Title: Executive Director
Agency: **PAVE**
Address: 6316 S. 12th Street
Tacoma, WA 98465
City/State/Zip: tkahlo@wapave.org
Email: 206.799.9454
Phone: 1.800.572.7368
Website: [PAVE Partnerships for Action Voices for Empowerment](http://www.wapave.org)
Date signed _____

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Respite Provider Organization Documents to be listed and have voucher recipients referred includes the following:

- [Submit a Respite Provider Application](#)
- [Download Policies and Procedures](#)
- [Submit a signed Interagency Agreement](#)
- Submit Proof of Insurance
- Provide Logo suitable for the website and additional one for print



www.lifespanrespitewa.org

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