**FAMILY DIRECTED RESPITE SERVICES AGREEMENT**

This Family Directed Respite Services Agreement (hereinafter "Agreement") is made and entered into this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and between Catholic Social Services (hereinafter "CSS"), an Alaska non-profit corporation under Alaska Statute 10.20 with principal offices in Anchorage, Alaska, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Consumer/Parent/Foster Parent/Guardian herein after "Guardian") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Family Directed Respite Services Independent Contractor hereinafter "Contractor").

WHEREAS,\_\_\_\_*Guardian*\_\_\_\_\_ chooses to receive Family Directed Respite Services and, WHEREAS, **\_\_\_\_**Contractor**\_\_\_\_\_**is ready, able and fully qualified to act as a family directed respite care provider

The Parties agree as follows:

**I. TERM**

This Agreement will be good for the duration of enrollment in the Family Disability Services program.

**II. CONSIDERATION**

1. The rate of $10 ($15 for 2 Consumers) will be paid for each hour or $150 ($225 for 2 Consumers) for any daily unit of respite service (12-24 consecutive hours) that:

1. is requested and scheduled by the Guardian;
2. the Contractor and Guardian are in compliance with all training, screening, and documentation requirements; and
3. the Contractor and Guardian are in compliance with the terms of this agreement.

This payment is subject to reduction if the number of hours available have been exhausted, if the Consumer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ becomes ineligible for the program, or if payments made by the State of Alaska to Family Disability Services for the program are reduced.

2. The Contractor is required to and responsible for adhering to all Internal Revenue Service (IRS) and State of Alaska Laws and Regulations regarding income tax filing, reporting and payments.

3. CSS is required to and responsible for adhering to IRS and State of Alaska Laws and Regulations regarding reporting payments made to the Contractor.

4. CSS is responsible to report payments made to Contractor in the form of a 1099 form within 30 days of the end of the calendar year (January 1 - December 31). The Contractor is not an employee of Catholic Social Services, and CSS is not responsible for any type of taxes resulting from the provision of the Contractor’s service.

5. The Guardian and Contractor are responsible for determining who will pay for all employment taxes and both parties are encouraged to consult with a tax and/or labor law professional to ensure compliance with all laws and regulations.

III. RESPONSIBILITIES - All parties' responsibilities are mutually agreed to be as follows:

**By signing this agreement, CONTRACTOR agrees to:**

1. Obtain a fingerprint-based background check from the Background Check Unit (BCU) and a Pinnacle background check the first year; then a Pinnacle background check every other year, and a new finger printing report every 6 years.

2. Acknowledge additional risk and liability of providing family directed respite services (i.e. not eligible for Workman’s Compensation and not covered under CSS Liability Insurance);

3. Complete required training of First Aid/ CPR for Adult, Child, and Infants;

4. Participate in other trainings as requested by Guardian;

5. Complete W-9 form and update as needed;

6. Provide CSS with copy of identification certifying that the Contractor is at least 18 years of age and legally eligible for work in the United States;

7. Comply with tax laws and regulations;

8. Hold confidential all Consumer information, adhere to confidentiality requirements;

9. Comply with State of Alaska child abuse and neglect mandatory reporting laws;

10. Accurately and honestly report hours worked and requests for payment; and

11. Not live in the same residence as the Consumer.

**By signing this agreement, GUARDIAN agrees to:**

1. Recruit and obtain a Contractor as a family-directed respite services provider;

2. Acknowledge additional risk and liability of receiving family directed respite services;

3. Inform CSS immediately of any change in residence, contact numbers, or other significant events that may impact services;

4. Work directly with Contractor to resolve any disputes between Contractor and Guardian;

5. Coordinate and schedule family directed respite services directly with Contractor;

6. Provide payment for any hours not authorized or approved by the program;

7. Complete paperwork and submit within 30 days of the respite service date or services will not be paid under this program and Guardian will be solely responsible for paying Contractor;

8. Maintain communication with program staff (return phone calls, respond to requests for paperwork, documentation, and annual Consumer updates); and

9. Negotiate with Contractor for cost of training requirements and background check.

By signing this agreement, CSS agrees to:

1. Provide payment according to the CSS accounts payable schedule to Contractor, based on family directed payment request that is completed by the Contractor and verified by the Guardian;

2. Provide CSS accounts payable schedule to Contractor and Guardians.

3. Honor Guardian requests for updates on hours used/ hours available;

4. As applicable, send monthly invoices to Guardian that detail hours paid and parent fee and/or sibling fees;

5. Provide support to Guardian for the following:

a) to understand the family directed respite services offered by the Family Disability Services program of CSS;

b) to be informed about training resources available in the community; and

c) to pay the following (if required) for one (1) provider per Consumer per year: Pinnacle background check, BCU fingerprint report, first aid/CPR training.

6. To evaluate services offered by the program annually.

**IV. COMPLIANCE WITH STANDARD OF BEST PRACTICE AND GOVERNMENT REGULATIONS.**

In accordance with Catholic Social Services' Best Practice standards and the Alaska Department of Health and Social Services’ Home and Community Based Medicaid Waiver (HCBW) regulation (Exhibit A) and Division of Senior and Disabilities Services grant regulations, the Contractor and Guardian acknowledge the following restrictions and requirements for the provision of Family Directed Respite services:

1. Family Directed Respite Services are designed to give a break to Guardians or primary caregivers and are not authorized for use when a Guardian or primary caregiver is working.

2. Family Directed Respite Services are not authorized to be provided when other direct care services are being provided (in-home supports, family habilitation etc).

3. Any Guardian of HCBW recipient who receives family directed respite approved in their waiver may not be a family directed respite Contractor for another HCBW recipient.

4. Family directed respite services that are scheduled for 12 - 24 consecutive hours must be provided in the Consumer's home (i.e. overnight or daily respites).

5. Sibling care is not authorized for HCBW recipients of the FDS program.

1. **TERMINATION**

The Guardian or Contractor may terminate this agreement at any time, for any reason, by providing written notice to CSS, the Consumer/Guardian and the Contractor. CSS may terminate this agreement, with no notice in the case of fraud or violations by the Guardian or the Contractor that compromise the health or safety of a Consumer or Program Staff, by providing written notification to the Consumer/Guardian and the Contractor.

Except in cases of fraud or violations that compromise the health or safety of a Consumer or Program Staff, CSS will provide written notice of correction to all parties within 10 business days of identifying the need for corrective action.

 Circumstances requiring corrective action may include, but are not limited to:

 a. failure to maintain requirements such as screening or CPR certification;

 b. consistently not meeting documentation requirements;

 c. knowingly providing respite services while the Guardian is at work;

d. failure to communicate in an open, honest, and respectful manner with

 program staff.

If the sufficient corrective action is not implemented by the Guardian or the Contractor within 10 business days of receiving written notification of the need for corrective action, then CSS reserves the right to terminate this agreement upon providing written notification of termination to the parties to this agreement. In this situation, the agreement will terminate at the end of the month in which such written notice is given.

**VI. Indemnification**

CSS is not responsible or liable for any actions of the Guardian, Consumer or Contractor. Guardian and Contractor acknowledge the additional risk and liability in providing or receiving family directed respite services and agree to defend, indemnify, and hold harmless CSS and its’ employees, officers and directors for any actions, whether negligent or intentional, of the Guardian or Contractor.

 **VI. My signature signifies my agreement with the Family Directed Respite Services Agreement:**

1.

 (Parent/Guardian) (Date)

2.

 (Parent/Guardian) (Date)

3.

 (Contractor) (Date)

4.

 (Authorized CSS Representative) (Date)

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 (Printed Name and Title)