

Stone County Developmental Disability Board In-home Respite Care Program (Updated 11/14/2019)

What are Respite Services?

Respite services are services that provide short-term, temporary relief to the informal, unpaid caregiver of an individual in order to support and preserve the primary caregiving relationship. The service provides general supervision of the person, meal preparation, and hands-on assistance with personal care that are incidental to supervision of the person during the period of service delivery. Respite services can be provided on a planned or emergency basis and shall only be furnished in the person's home.

Respite Benefit Eligibility Criteria

The SCDDDB established criteria for this benefit, which must be met in order for a member to receive the respite services. Criteria include:

- The person must reside in their natural home, that is not owned, leased, or controlled by a provider of any health-related treatment or support services.
- The person must receive service coordination through LinkAbility, a contracted agency of the Department of Mental Health.
- This person's disability must meet the definition of a developmental disability per Missouri state statute (630.005(9) RSMo):

Definition of a Developmental Disability (630.005(9) RSMo)

A developmental disability is defined as:

"A disability:

- (a) Which is attributable to:
 - a. Intellectual disability, cerebral palsy, epilepsy, head injury or autism, or a learning disability related to a brain dysfunction; or
 - b. Any other mental or physical impairment or combination of mental or physical impairments; and
- (b) Is manifested before the person attains age twenty-two; and
- (c) Is likely to continue indefinitely; and
- (d) Results in substantial functional limitations in two or more of the following areas of major life activities:
 - a. Self-care;
 - b. Receptive and expressive language development and use;
 - c. Learning;
 - d. Self-direction;
 - e. Capacity for independent living or economic self-sufficiency;
 - f. Mobility; and
- (e) Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, habilitation or other services which may be of lifelong or extended duration and are individually planned and coordinated"

Respite Benefit Coverage/Limitations

- Respite services are limited to no more than 25 hours per month and 250 hours per year.
- Respite services must not be delivered by the person's parent or guardian.
- Respite care provider must live outside of the person's natural residence. The provider can be an adult relative of the person.
- Charges for any additional non-qualifying people (siblings, other children, etc.) will not be paid by SCDDB.
- The provider must be over age 18 and have reasonable experience/training in caring for the person.
- The provider cannot have a felony conviction or substantiated charge of Abuse or Neglect in any jurisdiction.

Contact Information

If you have questions or need help, please contact your LinkAbility Service Coordinator or SCDDB staff.

**AGREEMENT FOR
2020 IN-HOME RESPITE CARE PROGRAM**

This agreement between Stone County Developmental Disability Board (“SCDDB”), an SB40 county board, and _____ an individual (referred to as “parent/guardian”) is for the 2020 calendar year. This parent/guardian has a person with a developmental disability living in the household and desires to utilize in-home respite care services as described below. The SCDDB enters into the Agreement to pay up to 25 hours per month, or up to 250 hours per year, whichever is reached first, to a qualified care provider providing care to the person.

Terms & Conditions:

Services to be performed: SCDDB hereby agrees to assist the parent/guardian in obtaining in-home respite care by providing financial assistance for the employ of a qualified care provider.

Term and Extension: This Agreement shall continue through the calendar year unless terminated by either party by giving thirty (30) days’ advance written notice. It is agreed and understood by both parties that the termination of this Agreement may be for reason or no reason whatsoever, and neither party shall have recourse against the other for such termination.

Personal Care Services: Parent/guardian agrees and understands that SCDDB has no control over the manner in which the care provider shall perform his/her services for the family and cannot discipline the provider. Parent/guardian understands that if the in-home respite care provider does not perform their duties as requested by the parent/guardian, it is the parent/guardian’s duty to take such steps with the care provider as required to rectify the situation.

Misuse of Funds: In the event that SCDDB determines a misuse of funds by the parent/guardian or its employees or agents, SCDDB may require the parent/guardian to pay back the full amount of misuse of funds. The parent/guardian may also be held liable for the costs of recovering the full amount of misused funds, including, but not limited to, reasonable attorneys’ fees and court costs. SCDDB may immediately suspend any payments for an indefinite period of time if it is suspected that a parent/guardian has misused funds. SCDDB may make the termination of payment permanent upon determination that the funds misuse has occurred. SCDDB may, at any time, request an immediate accounting of funds previously distributed to any parent/guardian and/or its employees or agents. SCDDB may report misuse of funds to any law enforcement agencies having jurisdiction and reserves the right to cooperate fully in any law enforcement investigation of funds misuse.

Release and Indemnification: SCDDB shall not be held responsible for the payment of any sums of money by reasons of injuries or damages to persons or property. This includes injuries that may arise out of any work performed by the in-home personal care provider, including, but not limited to, injuries to parent/guardian or person in parent/guardian’s care, third person in parent/guardian’s home, and the care provider.

Modification: No change, modification or waiver of any term of this agreement shall be valid unless it is in writing and signed by both the parent/guardian and the SCDDB.

Entire Agreement: This agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understanding between the parent/guardian and the Stone County Developmental Disability Board.

Applicable Law: This agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Missouri, without regard to conflicts of law.

Please Complete:

Service Coordinator Name

Service Coordinator Signature

Agency (Regional Office or Other)

Phone Number

Parent/guardian Signature

Relationship

Phone Number

Date

Name of Person Served

SCDDB Executive Director Signature

Date

PROVIDER AGREEMENT FOR IN-HOME PERSONAL CARE

This agreement is between Stone County Developmental Disability Board ("SCDDB") of Stone County Missouri, an SB40 county board, and you, the individual referred to as "Provider".

For parents/guardians who have a person with a developmental disability living in the home, SCDDB provides payment to the in-home respite care provider.

By signing this agreement, the Provider attests that he/she is willing to enter into this Agreement with respect to offering in-home respite care services to parents/guardians upon the terms and conditions set out below.

Services to be performed; The Provider agrees to perform services of in-home respite care to parent/guardian who have a person with developmental disabilities living in the home who requested Provider's services. The nature, extent, and timing of such services are at the complete discretion of the Provider and the parent/guardian.

Term and Extension: This agreement is based on the calendar year as long as the funding is available. The agreement can be terminated by either party by providing thirty (30) days advance written notice. It is agreed and understood by both parties that the termination of this agreement may be for reason or no reason whatsoever, and neither party shall have recourse against the other for such termination.

Compensation: SCDDB shall pay the Provider for in-home respite care in accordance with the terms on the Provider Request for Payment Form.

Reimbursement of Expenses: SCDDB shall not be liable to Provider/Independent Contractor for any expenses he or she pays or incurs.

Status: Provider's status under this agreement shall be that of an Independent Contractor.

Federal, State, and Local Payroll Taxes: SCDDB will not withhold or pay on behalf of, Provider or any of the Provider's employees:

- (A) Federal and local income tax system, or
- (B) Any other payroll tax of any kind.

Notice to Provider Regarding Tax Duties and Liabilities: Provider must understand that he/she is responsible to pay his/her income tax and any required estimated tax payments in accordance with federal, state, and local laws. Provider further understands that he/she is liable for social security (FICA) tax, to be paid in accordance with all applicable laws. Provider will receive 1099 annually in compliance with Federal and State guidelines.

Insurance Indemnification: SCDDB provides no forms of insurance (i.e. workman's compensation, medical and liability), and Provider shall be solely responsible for the same.

Not Authority to bind SCDDB: Provider has no authority to enter into contracts or agreements on behalf of SCDDB. This agreement does not create a partnership between the parties.

Misuse of Funds: The SCDDDB may make the termination of payment permanent upon determination that fund misuse has occurred. The SCDDDB may, at any time, request an immediate accounting of funds previously distributed to Provider. If SCDDDB determines that a misuse of funds by Provider has occurred, the SCDDDB may require Provider to pay back the full amount of misused funds. Provider shall also be liable for the costs of recovering the full amount of misused funds, including, but not limited to, reasonable attorneys' fees and court costs. The SCDDDB may report misuse of funds to any law enforcement agency having jurisdiction and reserves the right to cooperate fully in any law enforcement investigation of fund misuse.

Modification: No change, modification or waiver of any term of this agreement shall be valid unless it is in writing and signed by both the Provider and the SCDDDB.

Entire Agreement: This agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Provider and Stone County Developmental Disability Board.

Applicable Law: This agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Missouri, without regard to conflicts of law.

Please Complete:

I have read and agree to all provisions in the above Provider Agreement for In-Home Respite Care, an agreement between Stone County Developmental Disability Board and _____
(print name), a provider of In-home respite care.

Have you:

1. Been convicted of any felony under any federal or state law, or
2. Had a charge of Abuse or Neglect substantiated in any jurisdiction?

***No one providing in-home respite care services funded by SCDDDB may have a felony conviction or substantiated charge of Abuse or Neglect in any jurisdiction.**

In-Home Respite Care Provider's Signature

Date

Signature and Printed Name of Parent/Guardian

Date

Name of Person Served

Please sign and email, mail or FAX to:

**SCDDDB
P.O. Box 2383, Branson West, MO 65737
EMAIL: administration@stoneddbboard.com
FAX: 417-272-0665**