

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 16, 2009

Action Agenda

Item No. 4-m

SUBJECT: Agreement Renewal with Community Respite Care Providers and the Department on Aging

DEPARTMENT: Aging

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):

INFORMATION CONTACT:

Jerry Passmore, 245-2009

Sample Agreement

PURPOSE: To seek authorization to renew agreements between community respite care service providers and the Department on Aging.

BACKGROUND: The Department on Aging has utilized its National Family Caregiver Support Program (NFCSP) funding to provide in-home, group, and institutional respite services to families caring for frail older adults in their homes. The annual allocation per family for purchase of service is \$1,000.

The Department's proposed FY 2009-10 budget includes \$25,000 of NFCSP funding to be used for this purpose. In addition to using in-home aide service providers, the care plans can include companion service and adult day care.

The Board is being asked to authorize the Manager to sign agreements with three service provider agencies. They are:

Companion Agency

A Helping Hand

Adult Day Care Agencies

Charles House

Senior Care, Inc.

The County will continue to contract with qualified service providers pursuant to both State-mandated requirements and the criteria established by the County.

FINANCIAL IMPACT: Funding for the purchase of these services is included in the proposed FY 2009-10 Department on Aging budget. The service cost will not exceed \$14.00 per hour for companion service, and \$44.00 per full day and \$28.00 for half-day in adult day care.

RECOMMENDATION(S): The Manager recommends the Board authorize the Manager to sign agreements with respite care providers. Such authorization shall not exceed the amount budgeted for this function in the operating budget for the Department on Aging.

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**Orange County
Department on Aging
Vendor Agreement**

This Vendor Agreement is entered into this 1st day of July 2009 between _____, hereinafter known as the Vendor, and Orange County on behalf of the Department on Aging, hereinafter known as the Department. The period and duration of the Agreement shall be from July 1, 2009 to June 30, 2010.

WITNESSETH:

WHEREAS, the Department desires to engage the Vendor to render certain services, hereinafter described, now therefore the parties hereto mutually agree as follows:

1) DEPARTMENT AGREES AND MAINTAINS THE RIGHT:

1. To determine eligibility of prospective clients for institutional respite services through the Vendor in accordance with pre-determined guidelines.
2. To make all decisions regarding who is served and what services are offered and in what manner to each client is referred to services.
3. To provide to the Vendor for each client referred screening information and a service authorization, describing total amount, duration and frequency of service requested.
4. To conduct for each client taken into service at least an annual reassessment, and quarterly reviews that includes questions about their satisfaction with services and whether they were given an opportunity to cost share.
5. To submit new service authorizations for any client case in which Orange County has approved a change in services.
6. To be flexible regarding how many clients are referred at one time.
7. To amend this agreement as needed at any time to ensure that Orange County is in compliance with the National Family Caregiver Support Program and to provide notice of such amendments as quickly as practical to the Vendor.

2) THE VENDOR HEREBY AGREES:

1. To provide staff members who have been interviewed and screened by the vendor.
2. To follow the guidelines as outlined by the Area Agency on Aging for the National Family Caregiver Support Program.
3. To have an adequate number of staff members available.
4. To maintain services once staffed over the service period stipulated by the Department.
5. To provide consistent staff assignment over the service period stipulated by the Department.
6. To provide monthly bills with dates attended for each client.
7. To make every effort to promptly communicate by phone to the Department's Aging Transitions In Home Care Coordinator any interruptions in services or problems with clients' services.
8. To maintain appropriate client and personnel files at the Vendor's licensed office, and to ensure that such records fully disclose the extent of the service provided to recipients are kept for three years from the first service date for each client and are available for inspection.

- 9. To under no circumstances ask clients referred to you by the Department about their economic status.
- 10. To keep confidential any information about a client that is shared by the Department or the client. Such information shall be shared only among other Department and Vendor staff who need to know in order to coordinate, manage, or deliver services to the client.
- 11. To consult with Department staff prior to making referrals for other services or making changes in any services provided to clients receiving service through this agreement.
- 12. To be available to meet with the Department staff at their request to discuss service provision.

The Vendor agrees to indemnify and save harmless Orange County and the Department, their agents and employees from and against any and all loss, cost, damages, expense and liability caused by the failure of the Vendor to fully perform its obligations under this agreement and in accordance with its terms; or by an accident or other occurrence causing bodily injury, including death, sickness, products or services rendered under this agreement. The County will indemnify the Vendor to the extent permitted by law and to the extent of insurance policies owned by the County, for losses, costs, damages, expenses and liability caused by the negligent acts or omissions of the County in performance of obligations under this agreement.

The Department will reimburse the Vendor at the rate below:

Full Day Attendance: \$44.00 Half Day Attendance: \$28.00
 Companion Hour: \$14.00

This agreement may be extended for an additional period if mutually agreed to by both parties. The Department may immediately suspend this Agreement for violations by the Vendor of the rules or regulations agreed to herein.

ORANGE COUNTY

By: _____
 Authorized Signature

By: _____
 Authorized Signature

 Title

 Title

 Date

 Date

“This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.”

 Gary Humphreys, Finance Services Director

 Date

Approved as to technical content:

 Department Director

Approved as to form and legal sufficiency:

 County Attorney