

Mental Health Mental Retardation of Tarrant County
MR Services
Family Contract

Respite Definition: Planned or emergency short term relief services provided to the individual's unpaid caregiver when the caregiver is temporary unavailable to provide supports due to non-routine circumstances. "Non-routine" is intended to allow for regularly scheduled respite services. Respite may be provided regularly but is not intended to provide caregiver relief during routine caregiver working hours (e.g., Day Care). Even though respite can be provided over a 24 hour period the rate of pay will only equal 10 hours.

Activities that are not Allowed According to Texas Department of Aging and Disability Services:

- a) Continuous overnight placement for more than 30 consecutive days.
- b) Respite care provided to individuals who live independently.
- c) Respite may not be provided during the same time period that Day Habilitation, Community Support, Supported Employment or Employment Assistance is provided.
- d) Respite care provided during normal school hours/days.
- e) Respite provided by a person under the age of 18.
- f) Respite provided by a person living within the same home.
- g) Using a respite provider that has not been approved through a contract process.

This respite contract allows you to hire a respite provider(s) of your own choosing. You can hire a friend; a family member living outside of the home, or a neighbor. You may choose more than one respite provider. The respite provider(s) you choose will be responsible for delivering the services authorized.

This respite contract is NOT your authorization to start respite services. The authorization will be sent to you once the contract is in place, and when the service coordinator assigned to you and/or your loved one completes the Person Directed Plan with the respite service and hours indicated. A Letter of Authorization (LOA) with those hours indicated will be sent to you with copies of the contact notes and claim forms.

The LOA will show you the date respite services can start, the date it will end and the number of hours you can use. You will be able to spend up to the total dollar amount which will be specified on the LOA for respite. You will be reimbursed the amount you spend up to this amount provided you meet each family responsibility listed below. If you go over the total dollar amount, or if respite is not the service delivered, you will not be reimbursed.

I. **Contractor Responsibilities:**

1. You will complete the family contract
2. You will complete the Compliance Statement of Understanding
3. You will complete the Consent to Background Investigation
4. You will complete all pink sheets in the Provider Training Manual.
5. You will return all completed forms (above) to Michele Mendez, Director of Contract Services to 1300 Circle Dr. FW, Texas 76119
6. You will hire respite provider(s) to take care of your loved one.
7. You will train each respite provider on your loved ones special needs.
8. You will make sure that any new respite provider you hire throughout the year completes the training and the background check form before they provide respite for you.
9. You will report all incidents that involve your loved one to your Service Coordinator (incidents stated on page 6 in the respite contractor training packet).
10. Send MHMRTC completed claim form with contact notes once respite is provided to the Business Office, 1300 Circle Dr., Fort Worth, TX 76119. If you wish, you can turn your claim form with contact notes in weekly but if not they must be turned in monthly by the **3rd day of the month** following the month that services were provided. All correct and complete documentation is required in order to receive payment.

Required documentation consists of:

- a. MHMRTC approved respite contact notes, signed and completed by the respite provider for each respite event.
 - b. Claim form completed accurately and submitted with contact notes.
11. You will pay your respite provider for services provided.

II. **Respite Providers Responsibilities:**

1. They will complete the Consent to Background Investigation form for you to submit to MHMRTC.
2. They will provide transportation only if they have a valid driver's license and valid auto insurance and you approve.
3. They will provide a copy of their photo id for you to submit to MHMRTC.
4. They will receive training on any special needs that you identify so that they can take adequate care of your loved one.
5. They will complete a contact note for each day they provide respite and submit the contact note to you the Family Contractor.

III **MHMRTC Responsibilities:**

1. The Service Coordinator will discuss the needs of the family and put respite on the plan if needed.
2. The Service Coordinator will periodically monitor progress of the respite services provided.
3. The Contracts Services Department will mail a family contract to the potential family contractor.
4. The Contracts Services Department will process the family contract once received and notification will be sent to the family contractor.
5. The Contracts Services Department will run criminal background checks on all family contractors and respite providers each year.
6. The Contract Monitor in the Business Office will mail the LOA, contact notes, and claim forms to each family contractor.
7. The Contract Monitor in the Business Office will monitor the respite services by reviewing documentation to ensure all documentation is completed properly.
8. The Business Office will process paperwork and pay the family contractor within 30 days after completed documentation is received.
9. The Contracts Services Department will mail and track annual training materials to the family contractors.

Family Contract

Family Name: _____
(Please Print)

Consumer Name: _____
(Please Print)

By signing below I accept the responsibilities of having a Family Contract. I understand that I will be responsible for the persons hired to provide services to my son/daughter/other. This is an ongoing contract that no longer has to be updated and/or renewed annually. This contract will continue unless MHMRTC notifies me in writing that the contract will end. I understand that I will need to complete the required training each year and that MHMRTC will complete background checks on myself and respite providers at least annually.

Contractor/Parent/Guardian:

Signature Date

| | |
|---|------|
| For Use by Mental Health Mental Retardation of Tarrant County Staff Only: | |
| | |
| _____ | |
| Signature | Date |