

Contract Code: 1793XP-12 Agency Respite Care

Statement of Work.

The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- a. Upon receipt of and in accordance with the provisions of a written service authorization form issued by DSHS, the Contractor shall:
 - (1) Obtain information about the Client's identified needs and care requirements, and ensure that the Client's needs are met while providing services. This includes following the guidance of any written plans for Client support such as the Service Plan, nurse delegation assessment or behavior support plan;
 - (2) Contact the Client's CRM if the Contractor has not heard from the Client or the Client's primary caregiver within seven (7) days of the Contractor's receipt of the service authorization;
 - (3) Make arrangements with the primary caregiver for emergency medical treatment should this become a necessity;
 - (4) Provide Respite Care as authorized in the service authorization and the Service Plan;
 - (5) Deliver Respite Care in a manner consistent with DDA Policies. See **Exhibit A**;
 - (6) Provide all support needs as identified in the Service Plan including physical assistance, support and protective supervision to the Client in daily routine activities and to prevent injury to him or herself and to others;
 - (7) Provide written progress reports as requested by DDA.
 - (8) Administrative functions associated with service deliver are not billable as separate services and are included in the established rate schedule.
- b. Respite Care services include any personal care services and supervision that is needed.
- c. DDA Clients and their families shall not be requested or required to sign, in any form, a release of liability waiver for any services provided.
- d. The Contractor shall ensure that they or their employees possess the following minimum qualifications:
 - (1) Meet minimum age requirements as required by license, certification or rule;
 - (2) Possess the following minimum standards of knowledge and experience:
 - (a) General knowledge of acceptable standards of performance, including the necessity to perform dependably, report punctually, maintain flexibility, and to demonstrate kindness and caring to the Client; and

- (b) Knowledge of when and how to contact the Client's legal representative and the Client's CRM.
 - (3) Adequate skills to read, either directly or through an interpreter, understand, and implement the services authorized in the plan;
 - (4) Adequate communication skills to convey and understand, either directly or through an interpreter, information required to implement the Client's written Service Plan(s) and verbal instructions; and
 - (5) Adequate skills to maintain provider records of services performed and payments received.
- e. The Contractor shall ensure that employees are able to:
 - (1) Understand specific directions for providing the care that an individual Client requires;
 - (2) Provide services within the scope of practice for their profession/skill level;
 - (3) Observe the Client for change in health status, including weakness, confusion, and loss of appetite;
 - (4) Identify problem situations and take appropriate action;
 - (5) Respond to emergencies without direct supervision; and
 - (6) Respect and consider the Client's individual differences and preferences when performing routine tasks in a culturally appropriate manner.
- f. The Contractor shall cooperate with DSHS in the evaluation of the Contractor's performance under the terms of this Contract including the following:
 - (1) Follow-up contact with Clients, their families, legal representatives or primary caregivers regarding their satisfaction with the services provided;
 - (2) Investigation and documentation of all complaints about the service provided; and
 - (3) Periodic monitoring of service documentation records, verification of provider qualifications, and of billing and payment data in ProviderOne.

2. Consideration. Total consideration payable to Contractor for satisfactory performance of the work under this Contract shall be based on the following:

- a. DSHS shall pay the Contractor for Respite Care services at the published rate. The Contractor hereby waives written notice of subsequent rate changes. Subsequent rate changes will not require a revised Contract and are not disputable. Current rates are published at: <https://www.dshs.wa.gov/altsa/management-services-division/office-rates-management>.

- b. DSHS will only reimburse the Contractor for the number of hours authorized and provided per client.
- c. Administrative functions associated with service delivery are not billable as separate services but will be included in the established rate schedule.
- d. DSHS is not liable for hours beyond the service authorization.
- e. In case of a legislatively mandated vendor rate change, the rates will be adjusted accordingly and will be incorporated into this Contract on the date the rate(s) become effective.

3. Billing and Payment.

- a. The Contractor shall bill for authorized services using the ProviderOne Payment system, which is the state of Washington's Medicaid management system.
- b. Billing instructions are located at <https://www.hca.wa.gov/billers-providers/providerone/providerone-social-services>
- a. Respite Care and other services cannot be paid at the same time for the same service and must be tracked separate from other contracted services.
- b. The Contractor agrees to accept this payment as total and complete remuneration for services provided under this Contract to DSHS Clients.
- c. DSHS shall not pay the Contractor for cancelled or missed appointments, nor for scheduled hours of service when Clients are not seen or served by the Contractor.
- d. If DSHS pays the Contractor for services authorized but not provided by the Contractor, the amount paid shall be considered an overpayment.
- e. If this Contract is terminated for any reason, DSHS shall pay for only those services authorized and provided through the date of termination.
- f. Payment shall be considered timely if made by DSHS within thirty (30) days. Payment shall be sent to the address designated by Contractor. DSHS may, at its sole discretion, terminate the Contract or withhold payments claimed by Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.