

Contract Code: 1803XP-12 DDD Respite in Community Settings

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 to the Contractor shall:

- (1) Provide physical assistance, support and protective supervision to the client in daily routine activities and to prevent injury to him or herself and to others;
- (2) Obtain information about the client's identified needs and care requirements from the parent(s) or primary caregiver(s) and ensure that the client's needs are met while providing services;
- (3) Contact the client's parent or primary caregiver(s) if the Contractor has not heard from them within seven (7) days of the Contractor's receipt of the service authorization to make arrangements for specific dates and times of care;
- (4) Make arrangement with the primary provider of assistance for emergency medical treatment should this become a necessity;
- (5) Ensure that the respite care is provided in the specific Community Setting and Respite services provided are as authorized and outlined in the ISP. If additional hours/services are provided DSHS is not liable for payment;
- (6) Maintain copies of all service authorizations to provide services; and
- (7) Complete and maintain copies of the work verification records for all services provided. These records shall be kept on file by the Contractor for the duration of this Contract and thereafter for a period of 6 years and will be available to DSHS upon request for purposes of audit, monitoring and/or service verification.

b. The Contractor may also provide transportation to and from the respite services community resources and agencies as authorized and outlined in the ISP.

c. Maintain transportation records to document the dates, times, destinations, and distances of each Client's Transportation Services. Upon request, the Contractor shall make the records available to DSHS or DSHS/designee for review and audit.

d. Maintain sufficient vehicle and passenger insurance coverage in accordance with the requirements in this Contract.

e. Operate and maintain the transportation vehicles in a manner consistent with protecting and promoting the Client's health and welfare.

f. Community Settings shall provide all care that assists the client's participation in a safe manner.

g. Contractor shall provide written progress reports as requested by a DDD Case Resource Manager or per other DDD written guidelines.

h. Contractor shall not require client, client's guardian and/or client's legal representative to enter into any agreement releasing or limiting Contractor's legal liability for injuries arising out of premises

operation, acts of independent contractors, products completion, or personal injuries sustained due to contractor's negligence in connection with providing services under this contract unless contractor, at the same time, requires client, client's guardian and/or client's legal representative to release the State of Washington and all of its agencies, agents, contractors, servants and employees from liability for any acts of contractor causing injuries arising out of premises operation, acts of independent contractors, products completion, or personal injuries sustained due to contractor's negligence in connection with providing services under this Contract.

i. Contractor shall ensure that they or their care providers possess the following minimum qualifications:

- (1) Be eighteen (18) years of age or older;
- (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 representative and the client's case manager.
- (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 ISP(s) and verbal instructions; and
- (5) Adequate skills to maintain provider records of services performed and payments received.

j. Contractor shall ensure that the care providers 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) Accept the client's individual differences and preferences when performing routine tasks.

k. The Contractor shall provide after-service duties, including but not limited to:

- (1) Satisfaction Surveys and/or follow-up contact with clients, their families, guardians or primary caregivers regarding their satisfaction with the services provided. Such surveys or follow up contact will include a process to document and report responses;
- (2) Investigation, documentation and resolution of all complaints or incidents regarding the service provided; and
- (3) Periodic monitoring of service documentation records, verification of provider qualifications, and of billing and payment data in SSPS, functions and documentation need to be performed in a manner that can be proven upon inspection.

The Contractor shall make available to DSHS any request for the inspection or verification of the above mentioned duties for monitoring purposes.