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A respite coalition & voucher program for unpaid family caregivers of any age living in Washington State.

Respite Voucher Program



www.lifespanrespitewa.org

POLICIES & PROCEDURES - Respite Provider Agencies

Following are policies and procedures (P&P) related to the working relationship between the Respite Provider Agency (RPA), known in this document as the Subcontractor, and Lifespan Respite Washington (LRW), as hosted by PAVE, known as the Contractor. These tenets relate to the signed agreement between the above parties related to respite care services for unpaid family caregivers throughout Washington State (as defined in Section IV). Signing the agreement indicates all parties have read and are in compliance with these policies and procedures.

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Section I

CRIMINAL BACKGROUND CLEARANCE REQUIREMENTS

All Respite Provider Agencies shall ensure the completion of criminal history background clearances for their employees and volunteers who have unsupervised access to vulnerable children and/or adults, as required by state and federal laws.

[Reference state/federal laws by statute #: "All participating organizations will comply with all applicable statutes under RCW titles 18.88 A and B and Title 74 for training and back ground checks."]

Section II

INSURANCE REQUIREMENTS

(Washington State Statute)

The Respite Provider Agency shall provide proof of insurance coverage along with the signed Agreement, listing PAVE as the certificate holder. Sections below include insurance for General Liability, Business Vehicle Liability insurance, Professional Liability Insurance, Workman's Compensation, Employees and Volunteers, Separation of insured's, Insurers, Evidence of Coverage, Material Changes, and General.

1. **General Liability Insurance.** The Subcontractor shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits:

- a) Each Occurrence - \$1,000,000;
- b) General Aggregate - \$2,000,000.

The policy shall include liability arising out of premises, operations, independent Subcontractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. (a) PAVE, and (b) the State of Washington, Department of Social & Health Services (DSHS), and its elected and appointed officials, agency, and employees shall be named as additional insureds.

- A. If the Subcontractor is a **sole proprietor** with less than three contracts, in lieu of general liability insurance mentioned above, the contractor may choose one of the following three general liability policies but only if attached to a professional liability policy, and if selected the policy shall be maintained for the life of the contract:

- 1) **Supplemental Liability Insurance,** including coverage for bodily injury and property damage that will cover the contractor wherever the service is performed with the following minimum limits:

- a) Each Occurrence - \$1,000,000;
- b) General Aggregate - \$2,000,000.
 - i. PAVE and
 - ii. The State of Washington, Department of Social & Health Services (DSHS), and its elected and appointed officials, agency, and employees of the state shall both be named as additional insureds.

or

2) **Workplace Liability Insurance**, including coverage for bodily injury and property damage that provides coverage wherever the service is performed with the following minimum limits:

- a) Each Occurrence - \$1,000,000;
- b) General Aggregate - \$2,000,000.
 - i. PAVE and
 - ii. The State of Washington, Department of Social & Health Services (DSHS), and its elected and appointed officials, agency, and employees of the state shall both be named as additional insureds.

or

3) **Premises Liability Insurance** and provide services only at their recognized place of business, including coverage for bodily injury, property damage with the following minimum limits:

- c) Each Occurrence - \$1,000,000;
- d) General Aggregate - \$2,000,000.
 - iii. PAVE and
 - iv. The State of Washington, Department of Social & Health Services (DSHS), and its elected and appointed officials, agency, and employees of the state shall both be named as additional insureds.

This insurance will at all times comply with the Washington State Statute for insurance requirements when utilizing state/federal funding; i.e., funding through Lifespan Respite Washington. PAVE expects the RPA is covered by all applicable insurance for its business.

As stated below, if the Subcontractor currently provides transportation as part of its standard business practice, it shall have and provide PAVE proof of:

2. **Business Automobile Liability Insurance**. If the RPA transports clients in agency vehicle to and from programs typically part of the curriculum; e.g., camps, adult day services, educational programs, then the RPA must show proof of such insurance which meets requirements.

The Subcontractor shall maintain a Business Automobile Policy on all vehicles hired by the Contractor or owned by the Contractor's employees, volunteers, or others, with the

minimum limits. Transportation General Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits:

- A. Per accident combined single limit - \$1,000,000;
- B. The Contractor's carrier shall provide DSHS with a waiver of subrogation or name DSHS as an Additional Insured.

However, due to concerns raised in transporting clients, PAVE will neither allow nor pay for mileage reimbursement or other transportation costs **during the respite shifts**. Workers may meet care families in the community but cannot transport them by private auto (client's or worker's) unless typically part of the RPA's curriculum; e.g. camps, adult day services, educational programs.

3. **Worker's Compensation**. The Subcontractor shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and regulations. The State of Washington and DSHS shall not be held responsible for claims filed for Worker's Compensation under RCW 51 by the Subcontractor or its employees under such laws and regulations.
4. **Employees and Volunteers**. Insurance required of the Subcontractor under the Contract shall include coverage for the acts and omissions of the Subcontractor's employees and volunteers. In addition, the Subcontractor shall ensure that all employees and volunteers who use agency vehicles to transport clients or deliver services have current driver's license.
5. **Separation of Insured's**. All insurance policies shall include coverage for cross liability and contain a "Separation of Insured's provision.
6. **Insurers**. The Subcontractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports' rating of B++, Class VII, or better. Surplus Lines insurance companies will have a rating of A-, Class VII, or better.
7. **Evidence of Coverage**. The Subcontractor shall submit Certificates of Insurance to the PAVE point of contact located on page one of the Contract for each coverage required of the Subcontractor under the contract. The Certificate shall identify PAVE as Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance. The Subcontractor shall maintain copies of Certificates of Insurance for each Subcontractor as evidence that each Subcontractor maintains insurance as required by the Contract.
8. **Material Changes**. The insurer shall give PAVE, 45 days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give PAVE 10 days advance written notice of cancellation.

9. **General.** By requiring insurance, PAVE, Lifespan Respite Washington, the State of Washington, and DSHS do not represent that the coverage and limits specified will be adequate to protect the Subcontractor. Such coverage and limits shall not be construed to relieve the Subcontractor from liability in excess of the required coverage and limits and shall not limit the Subcontractor's liability under the indemnities and reimbursements granted to PAVE/Lifespan Respite Washington, The State, and DSHS in this Contract. All insurance provided in compliance with the Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

Section III

CERTIFICATION & TRAINING REQUIREMENTS

Washington State Statute. All participating organizations shall comply with all applicable statutes under **RCW titles 18.88 A and B** and **Title 74** for training and background checks.

Lifespan Respite Washington Training Standards: Respite Provider Agencies shall ensure that respite provider workers are trained in accordance with Washington State Statute where applicable; e.g., Long-Term Care providers. Individuals not required to receive this training; e.g., camps, recreation programs, etc., must at least meet the following training standards:

- 1) Practical considerations for the special care needs of the intended respite receiver; e.g., supervision needs such as minimizing wandering, assisting with impulse control and boundary development;
- 2) Mandated reporting requirements related to the abuse/neglect of children or vulnerable adult populations that shall be served; and
- 3) Basic cultural and population-specific sensitivity; e.g., “people first” language, as referenced in Section VI.
- 4) Must provide training or arrange attendance at a LRW-generated webinar regarding the program by all pertinent staff (supervisors, coordinators, accounts receivable, and executive staff or their assigned designee).
- 5) Compel agency staff to follow its own basic agency training requirements.

Section IV

UNPAID FAMILY CAREGIVER QUALIFICATIONS

It is likely respite (short breaks) may be needed from time to time by unpaid family caregivers (who provide personal care, supervision, and monitoring of individuals needing support with activities of daily living). No group of caregivers is more important than others, but the purpose of this federal grant is to meet planned respite needs for unserved, unpaid, family caregivers. The “caregivers” through this voucher program must meet the following criteria for the caregiver service population:

1. The unpaid family caregiver provides care for a **family, friend, or neighbor** (broadening the definition of “family”).
2. The care recipient lives with the caregiver, or the caregiver provides care **more than 40 hours per week**, including **supervision, monitoring**, meeting **personal needs** (e.g., transportation or errands) or **direct personal care**.
3. The family member providing the "usual" care/supervision for the child or adult with a special need(s) is **not paid for their services**.
4. The care recipient is not receiving an in-home or out-of-home service through a formal (or public) program such as:
 - Medicaid Personal Care (MPC) – in-home supports where the family caregiver is able to leave the home for short breaks;
 - Community Options Program Entry System (COPEs, a DSHS Home & Community Based Services waiver program) – services for people in community settings to keep them from needing nursing homes;
 - Veteran’s Administration (VA) – services for military families for in-home or out-of-home care.
5. The family is **not served or about to be served through another** formal, public, or “traditional” respite program, such as:
 - The Family Caregiver Support Program (FCSP);
 - Veteran’s Administration (VA);
 - Developmental Disabilities Administration (DDA);
 - A disease-specific organization such as Northwest Parkinson’s Foundation; or

- A population-specific organization such as DSHS/Children’s Administration respite for foster parents.

NOTE: The family **can receive respite services *if* they are on a wait list *and*** not scheduled to receive services in the near future from a formal respite care program.

6. The caregiver who would receive the respite and the care receiver **reside in Washington State**;
7. The care *receiver* is of **any age** from across the lifespan.
8. The care *receiver* has a “**special need**”³.
9. **The caregiver must be able to testify on their application that they are applying for this no-cost program** because they do not have a means by which to pay for respite services independent of this program. They will need to provide generalized caregiver income information on their applications.
10. The needed respite care is **not emergent** (crisis-related); some time is allowed for planning the respite event/episode.
11. The caregiver has been **awarded a respite voucher** from Lifespan Respite Washington as verified by PAVE prior to use of the respite care.
12. Caregivers are awarded **up to \$1,000** for this voucher program, as agreed upon in advance. The caregiver may elect to continue services through the same RPA after exhausting the respite voucher, but this relationship will be created independently from Lifespan Respite Washington.
13. Services will be provided through a contractual agreement with approved Respite Provider Agencies. No services may be provided through independent care workers at this time.)
14. Individuals who have received past respite vouchers through this program will be eligible via waiting list to apply one year after previous service episode end date; e.g., if finished respite by 6/30/16, then would be eligible again on 7/1/17.

Section V

ADDITIONAL DEFINITIONS

Some definitions used for the Lifespan Respite Washington respite voucher system through PAVE:

Respite – short breaks or “care provided to a child or adult with special needs in order to provide temporary relief to family caregivers who are caring for that child or adult”¹.

Lifespan Respite Washington defines respite as direct care, monitoring, companionship, or even light housekeeping or easy meal-making such that caregivers are able to have breaks. This work is not confined to that of just the care recipient; e.g., light housekeeping may include clearing the table after a meal (which means not just clearing the care recipient’s place setting) or if doing the family laundry versus just the care recipient’s. The focus should be that the caregiver having a break rather than the caregiver watching the respite worker to ensure tasks are done perfectly.

Lifespan respite - according to the national Lifespan Respite Act passed in 2006¹, this includes “coordinated systems of community-based respite for family caregivers of children or adults regardless of special need.”

Planned respite – an ability to plan ahead for the care needs of the care receiver. The Lifespan Respite Washington program cannot accommodate crisis or immediate needs at this time.

Care receiver (or “recipient”) – Some organizations and caregivers refer to this individual as the “loved one” or “family member”. This is the individual who requires care support due to an inability to provide for self-care in some way (aka “activities of daily living”), whether due to a lifelong condition, or a new or emerging situation.

Examples include individuals who have “intellectual disabilities” or “developmental disabilities”, those with traumatic brain injuries, battle injuries, Parkinson’s Disease, Multiple Sclerosis, ALS, Alzheimer’s Disease, Cancer, , etc.

Special Need (Adult)³ – a person 18 years of age or older who requires care or supervision to--

- a. Meet the person’s basic needs;
- b. Prevent physical self-injury or injury to others; or
- c. Avoid placement in an institutional facility.

Special Need (Child)³ - a person less than 18 years of age who requires care or supervision beyond that required of children generally to--

- a. Meet the child's basic needs;
- b. Prevent physical injury, self-injury, or injury to others.

Traditional/formal respite care program – systems currently in place for specific groups of individuals; e.g., Veterans, older persons, individuals who have intellectual/developmental disabilities. Examples of these respite programs include the Veterans' Administration, Family Caregiver Support Program, Developmental Disabilities Administration, Medicaid, and other programs where family caregivers are able to be relieved from caring for the care recipient.

Non-traditional or creative respite – short breaks that are not necessarily paid for by any system, these opportunities can still result in respite for caregivers; e.g., through camps, churches, parks/recreation programs, scouting and other clubs, parent's night out, etc.

Respite Provider Agency (RPA) – an organization providing formal, traditional, or creative (non-traditional) respite through its program, utilizing a team of employees and/or volunteers to provide the respite. This does not include the use of individual providers. Provider agencies must appraise, verify, and check for accuracy, authenticity, validity, and supervision of their team members. Sometimes this agency is referred to as a "*respite vendor*".

Individual Respite Providers – individuals who provide care for specified periods of time but operate independently from agencies. Sometimes, these are also called "independent" workers. Currently, individual providers are not contracted through this respite voucher program.

Section VI

CUSTOMER SERVICE

Respite Provider Agencies (RPAs) shall comply with the signed inter-agency agreement with PAVE. This includes assisting unpaid family caregivers with the voucher application process by:

1. Vouchers may be used for in-home care, camps, parks/recreation, adult or child day, programs, overnight care, etc. In-home care vouchers may include light housekeeping, light meal-making, light laundry, companionship, mentoring, and/or direct care according to the scope of the contracted agency.
2. Complying with caregiver and care receiver's privacy needs; e.g., ensuring informed, written consent between PAVE (LRW staff) and the RPA. (Caregivers must sign their agreement to release and/or exchange information on a "need-to-know" basis in order to facilitate the respite services. In the case of abuse or neglect of vulnerable populations, mandated reporting requirements supersedes their privacy.)
3. The RPA will expeditiously inform PAVE (LRW Staff) of any changes or special circumstances in meeting the agreement expectations as they occur; e.g., workforce shortages, or certain care dynamics. In addition, **the RPA will inform PAVE (LRW Staff) in writing within 24 hours if any of the following exist:**
 - 1) Worker termination due to misconduct;
 - 2) Accident (auto, pedestrian, field trip), and especially involving personal injury;
 - 3) Incident occurs while in service; e.g., adverse caregiver or care receiver behaviors.
 - 4) These written reports will include the following information--
 - a) Date and time
 - b) Location of incident
 - c) Circumstances of the incident/accident
 - d) Who was present
 - e) What was the disposition of the event (what occurred as a result; e.g., called 9.1.1, or terminated worker employment)
 - f) Notification verification of family caregiver (date/time/method of reporting to family caregiver and/or governing authority.

- g) Supervisory authority involved (e.g., RPA supervisor, CPS, APS, etc.), with signature.
 - h) Failure to provide this information in a timely manner as requested could result in immediate suspension or termination of RPA Lifespan Respite contract with PAVE.
4. Additionally, it would be helpful if the RPA will assist in gathering some other basic data to informally evaluate the program; e.g., demographic data (age, condition/special need), and where possible, provide compelling quotes or stories that can be reported to the grant donor and for community education, program marketing, and future respite advocacy efforts.

Section VII

CONFIDENTIALITY

&

HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT

Confidentiality. Lifespan Respite Washington and its affiliates (including PAVE and the State of Washington) require that confidentiality remain a high priority. To conduct the business of awarding vouchers, some sensitive information may be divulged through the application and service delivery process in order to provide good care to individuals receiving care and to ensure support for the unpaid family caregiver. This means that the caregiver must sign a consent for release and/or exchange of information between PAVE and the Respite Provider Agency, also known as the subcontractor. This is performed on the application itself.

1. The Subcontractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:
 - 1) As provided by law; or,
 - 2) In the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
2. The Subcontractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Subcontractor to employ appropriate security safeguards, which include restricting access to the Confidential Information by:
 - 1) Allowing access only to staff that have an authorized business requirement to view the Confidential information.
 - 2) Physically Securing any computers, documents, or other media containing the Confidential Information.
 - 3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
 - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.

- (b) Communicating with the intended recipient before transmission to ensure that the fax will be received by an authorized person.
 - (c) Verifying after transmittal that the fax was received by the intended recipient.
 - 4) Send paper documents containing Confidential Information via a Trusted System.
3. The Subcontractor shall report to Lifespan Respite Washington as soon as possible, and in no event later than 24 hours after learning of such use or disclosure, any unauthorized use or disclosure of Confidential Information of which Subcontractor becomes aware, specifically including breaches of unsecured Confidential Information and any other security-related incidents. In the event of any unauthorized use or disclosure of Confidential Information, the Subcontractor shall maintain, and make available to Lifespan Respite Washington upon request, all information necessary for Lifespan Respite Washington to satisfy its obligations relating to the use or disclosure under the Health Insurance Portability and Accountability Act ("HIPAA").
4. The Subcontractor shall otherwise observe all standards for Business Associates set forth in HIPAA and all regulations and guidance promulgated thereunder. Further information with respect to these standards may be found on the HHS website at <https://www.hhs.gov/hipaa/for-professionals/privacy/guidance/business-associates/index.html>.

Upon termination of the Subcontractor's status for any reason, Subcontractor shall retain only such Confidential Information as is necessary for Subcontractor to continue its proper management and administration or to carry out legal responsibilities. Subcontractor shall return to Lifespan Respite Washington all other Confidential Information maintained in any form.

Section VIII

DISABILITY AWARENESS

Out of respect for the families served, Lifespan Respite Washington / PAVE attempt to utilize sensitive language, or what is often referred to as “People First” language. That is a way to describe the person with a condition rather than identifying an individual based on his/her needs or appearance. Examples include:

A person with autism (or who has autism)	<i>versus</i>	“an autistic person”
Someone who has a disability	<i>versus</i>	a “disabled person” or “the disabled”
Someone using a wheelchair	<i>versus</i>	“wheelchair bound”
Similarly, “Incontinent supplies	<i>versus</i>	“adult diapers”

To take this a step further, even though there is a classification of what is known as the “R” word, it is best not to use the word “retarded” because that is offensive to many who have cognitive disabilities.

We also recognize that some groups and individuals like certain phrases to describe themselves or their care receiver as having a “developmental disability” versus an “intellectual disability”; or older person versus “elder”. It is important to find out how the individual or family prefers to be known in the world. That is basic respect, just as others might prefer not to be ascribed certain attributes based on hair color, body size, or land of family origin.

We hope others will join us in using “People First” language. For additional information, reference the following website:

www.disabilityisnatural.com/explore/people-first-language

Section IX

ANNOTATIONS

- ¹ ARCH National Respite Network and Resource Center,
www.archrespite.org/images/docs/Lifespan_Respite_Act_2006.pdf.
- ² Funding from the U.S. Administration on Aging, Administration for Community Living, Lifespan Respite Grant #90LR0036-01-11, "Building Integrated and Sustainable Lifespan Respite Care Programs", awarded to the Washington State Department of Social & Health Services (DSHS), Aging & Long-Term Support Administration (AL TSA), and contracted to PAVE / Lifespan Respite Program.
- ³ Special Need as defined by the Lifespan Respite Act of 2006, "special need".

Attachments: Respite Provider Agreement
LRW Caregiver Application

For additional information and frequent updates about the respite voucher program, reference www.lifespanrespitewa.org, or contact the Program Coordinator:

PAVE

Lifespan Respite
WASHINGTON 

PHONE: 253.565.2266

425.740.3788

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1.800.572.7368

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