



## Consumer Directed Employer (CDE) Terms of Service

By accepting services with Consumer Direct Care Network Washington, LLC, You are accepting these Terms of Service.

### Definitions

- "CDWA," "We" or "Us" refers to Consumer Direct Care Network Washington, LLC.
- "Client" refers to the individual Medicaid recipient enrolled in the Consumer Directed Employer Program ("Program"). The Client's services are authorized by the Washington State Department of Social and Health Services.
- "You" or "Client/AR" refers to the Client or the Client's Authorized Representative.
- "Party" shall mean either Client/AR or CDWA individually. "Parties" shall mean Client/AR and CDWA together.
- "IP" or Individual Provider refers to employees hired to provide personal care or respite services to the Client, in the Client's home and community.
- "Carina" refers to the website, [www.carina.org](http://www.carina.org), that connects interested and eligible IPs with Clients looking for workers. We can assist You to add Your profile to Carina.

### Agreement Provisions

#### A. Our Responsibilities. As the legal Employer of Record of IPs, We will do the following:

1. Employ a qualified IP that you wish to hire.
2. Ensure that an IP is qualified to provide services to You. Each qualified IP must have:
  - Completed new hire documents.
  - Eligibility to work in the United States of America.
  - Passed Name and Date of Birth background check and risk-based screenings.
  - Passed an FBI fingerprint background check within 120 days of hire, when appropriate.
  - Passed a Character, Competence and Suitability (CC&S) Determination, if applicable.
  - Completed CDWA Employment Orientation Training.
  - Completed Northwest Training Partnership Orientation and Safety (if applicable) and started appropriate trainings as defined by WAC 338-71-0523.
  - Completed any other applicable trainings and certification requirements (Basic Training, Continuing Education, Home Care Aide Certification).
3. Notify You when an IP can start working for You.
4. Track IP background check dates. We will notify IPs of background check timelines and expirations.
5. Track IP training, Certification, and continuing education requirements. We will notify IPs of continuing education timelines and expirations.

6. Track IP Character, Competence and Suitability (CC&S) Determination timelines and expirations, if applicable.
7. Notify You if an IP can no longer work or is placed on administrative hold.
8. Pay wages to IPs on a bi-weekly schedule. All compensation is subject to applicable taxes and withholdings. We will calculate and pay the hourly rate to the IP as approved in the current collective bargaining agreement.
9. Work with You to determine how authorized hours, tasks and mileage are divided and assigned to each IP that works for You.
10. Communicate IP Work Week Limits to both You and each IP that works for You.
11. Review and partially approve, completely approve, or deny temporary increases to IP Work Week Limits.
12. Respond to Your complaints according to Our written complaint procedures.
13. Collect client responsibility payments as appropriate.
14. Provide You with information on how to provide a safe working environment for each IP that works for You.

**B. Your Responsibilities. As the Managing Employer of IPs, You will:**

1. Identify, recruit, select and manage a prospective IP who will work for You. If an IP is not already an employee with Us, You will need to refer them to Us. Unless You receive or have a Chore or Veteran Directed Home Services (VDHS) exception, We **cannot** hire a Client's:
  - Spouse,
  - Natural, step or adoptive parent if the Client is under 18 years of age, or
  - Foster parent residing at the same home of the Client.
2. **Not** allow a new IP to start work for You until We notify You of an official start date. To ensure a timely start date, remind IPs to complete background checks, employment documents, and trainings.
3. Instruct an IP on Your specific tasks. Provide direction to an IP and arrange an agreed upon work schedule. Day-to-day tasks and services performed by an IP must follow Your Service Summary received from your Case Manager.
4. Work with CDWA to help monitor IP work hours and Work Week Limits.
5. Provide breaks to IPs according to wage & hour regulations.
  - If an IP works for You for four or more consecutive hours, you will provide a 10-minute uninterrupted paid rest break as near as possible to the midpoint of each four hours of work.

- If an IP works for You for five or more consecutive hours, You will also provide an unpaid 30-minute meal period prior to the end of the 5th hour unless the IP has signed a written waiver.
6. Monitor the quality of services delivered by each IP and evaluate their performance.
  7. Confirm the IP clocks-in and clocks-out for each shift worked using an approved Electronic Visit Verification (EVV) method. An IP who lives with You is exempt from this requirement and needs to submit their daily hours on a weekly basis. Hours must be entered by the published payroll calendar deadlines to avoid delays in pay.
  8. Ensure that an IP has a safe working environment free of harassment, discrimination, abusive conduct, or workplace violence, in accordance with federal and state laws and regulations.
  9. Make sure there is adequate vehicle insurance on all vehicles used to provide services under this Agreement and agree that any vehicles used to provide services will be operated in a lawful manner.
  10. Notify Us promptly if:
    - You wish to dismiss an IP from providing services to You.
    - There is an IP workplace injury.
    - You are hospitalized, incarcerated, or admitted to an inpatient facility.
  11. Maintain a back-up plan in the event that an IP is unable to report to work for You.
  12. Not allow an IP to work if We notify You they can no longer work or are on administrative hold.
  13. If applicable, make timely Client Responsibility payments directly to CDWA.

### C. **Additional Statements.**

1. We are **not** responsible for:
  - Any theft, damage to Your personal property, or criminal activity by an IP.
  - Case Management services.
  - Providing back-up services to You in the event an IP misses work.
2. We are required by law to report suspected:
  - Abuse, Neglect or Financial Exploitation of a Client.
  - Medicaid Fraud.
3. An IP may work for other Clients in the Program.
4. You have access to the following documents from Us:
  - Managing Employer Quick Start Guide
  - Managing Employer Handbook.
  - Notice of Privacy Practices.
  - Advance Directives.



## Additional Terms and Conditions

**Decision to Serve:** We can choose **not** to serve You if you do **not**:

- Follow this Terms of Service.
- Have your health and safety needs met under the Program.
- Follow Program rules.
- Follow policies at all times.
- If applicable, Pay Client Responsibility in a timely manner.

Please note: If CDWA chooses to terminate services, You may still be eligible for other caregiving options through Your Case Manager.

**Occupational Safety Program:** You and Your IP must follow Our safety program rules. Please review Our Client Handbook to know of Your duties in this respect.

## CONCLUSION

As the Managing Employer of IPs, You accept responsibility to recruit, select, manage, and dismiss your IP(s) for providing in-home care services. We are the legal employer of record of each IP hired by You. We accept responsibility for administrative and payroll services provided to You and Your IP(s). We have the sole power to terminate an IP's employment with Us.

## CONTACT Consumer Direct Care Network Washington

If you have any questions regarding your services, please contact us by email at [InfoCDWA@ConsumerDirectCare.com](mailto:InfoCDWA@ConsumerDirectCare.com) or by phone at 866-214-9899.