
COLLECTIVE BARGAINING AGREEMENT



THE STATE OF WASHINGTON

AND

ADULT FAMILY HOME COUNCIL

EFFECTIVE

JULY 1, 2017 THROUGH JUNE 30, 2019



2017-2019

**Adult Family Home Council
2017-2019**

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PREAMBLE

This document constitutes an Agreement by and between the Governor and the State of Washington hereinafter referred to as the “State” and the Adult Family Home Council hereinafter referred to as the “AFHC” and in accordance with the provisions of [RCW 41.56.029](#). For purposes of this agreement, the term “State” is intended to be synonymous with the use of the phrase “public employer,” as understood and used in RCW 41.56.029 and any interpreting decisions or regulations

ARTICLE 1 RECOGNITION

1.1 Recognition

The Adult Family Home Council (AFHC) is recognized as the sole and exclusive representative for providers of adult family home care services as defined in [RCW 41.56.030](#)(1). The bargaining unit is defined as: adult family home providers as defined in [RCW 70.128.010](#) who receive payments from the Medicaid and state funded long-term care programs. The parties acknowledge and agree that a statewide unit of all adult family home providers as defined in [RCW 41.56.030](#)(1) is the only unit appropriate for purposes of collective bargaining. The parties also recognize that other agencies and/or contractors or subcontractors of the State may continue to be responsible for implementation and administration of certain provisions of this Agreement as specifically provided herein or as directed by the Employer.

1.2 Integrity of the Bargaining Unit

The State recognizes the integrity of the bargaining unit and will not take any action intended to erode it.

1.3 Managed Care Organizations (MCOs)

The bargaining unit definition as stated above in Article 1.1 shall include all adult family home providers serving Medicaid enrollees through a contract with an MCO. In the event the State enters into a new contract with a new MCO, the parties will negotiate how the provisions of the Agreement will apply, in accordance with [Article 9](#), Duty to Bargain

1.4 Program of All-Inclusive Care for the Elderly (PACE)

For the adult family home providers serving Medicaid enrollees through a contract with MCO PACE, all of the provisions of this Agreement shall apply, except as expressly provided herein.

ARTICLE 2 NON-DISCRIMINATION

2.1 The AFHC and the State are mutually committed to a policy of non-discrimination. The State shall not discriminate with respect to reimbursement or terms and conditions of contracting as provided for in this Agreement on the basis of race, color, physical and/or mental disability, marital status, national origin, ancestry, gender identity, gender expression, sex, sexual orientation, age, political belief, faith, veterans status, citizenship status, AFHC membership and activities in keeping with applicable federal, state or local law.

2.2 This Agreement shall not be construed as otherwise limiting or impeding residents', parents' or legal guardians' statutory right to choose and terminate the services of any licensed adult family home provider.

ARTICLE 3 AFHC RIGHTS

3.1 AFHC Exclusivity

The State shall not subsidize or bargain with any other labor organization or association of adult family home providers or their representatives on matters pertaining to [RCW 41.56.029\(2\)\(c\)](#). However, the AFHC recognizes that the State in meeting its statutory obligations under [RCW 70.128](#) may frequently interact with bargaining unit members or groups that include bargaining unit members without notifying or requiring the AFHC's presence at those interactions.

3.2 AFHC Representatives

The AFHC shall notify the State of the names of its official representatives and changes in such representatives, as changes occur.

3.3 Neutrality

The State shall remain neutral on the question of AFHC membership and AFHC representation for providers. All questions addressed to the State concerning membership in or representation by the AFHC will be referred to the AFHC.

3.4 Lists

The State will provide the AFHC with list(s) of providers on a monthly basis by the fifteenth (15th) business day of each month. The list(s) will include:

- A. Month in which the service was provided;
- B. Names of all providers who received a payment in the previous calendar month;
- C. Provider number;
- D. Mailing address;
- E. Telephone number, if available;
- F. Amount of total payment per provider;
- G. Email address of provider, if available;
- H. Fax numbers, if available;
- I. All newly contracted providers; and
- J. The license number for each provider; and
- K. Count of clients, unduplicated, for each provider.

3.5 Client Classification Report

The State will provide a quarterly report with the total number of unduplicated Medicaid clients served by bargaining unit members in each of the CARE classifications in the quarter. This report will be provided within thirty (30) days following the end of each quarter.

3.6 Notices

The State will provide to the AFHC either an electronic or hard copy of any notice provided by the State to all providers.

3.7 Exception to the Rule (Excluding PACE)

A. Report

The State will provide the AFHC a six (6) month report every January and July that will include the following information for Exception to the Rule (ETR) requests for client's residing in Adult Family Homes:

1. Number of ETRs approved;
2. Number of ETRs partially approved;
3. Number of ETRs denied; and
4. Total dollar amount approved for ETRs.

B. Notice

When there is an interaction between the State and a bargaining unit member that involves the determination of a client's level of care through the ETR process:

1. The State will make a good faith effort, during the initial discussion of a potential ETR, to provide a written notice to the member.
2. The AFHC will provide the State with copies of the written notice, at its expense. In addition the AFHC will provide the State with a pdf version of the notice suitable for emailing.
3. The notice will state:
The Department of Social and Health Services (Department) believes that an ETR for an additional rate above what CARE generates may be warranted based upon the client's care needs. The Department may request an ETR pursuant to [WAC 388-440-0001](#). If an ETR request is not submitted to the ETR Committee at Headquarters and a client or provider believes an ETR should be considered, the client or provider may submit a request directly to the ETR Committee. If an ETR is requested, the Department makes the final decision and takes into consideration whether:
 - a. The exception is in the interest of the overall economy and the client's welfare;

- b. The client's situation is different from most other people in their classification group;
- c. The request would not break any federal or state laws; and either
- d. The exception increases the client's opportunities to function effectively, or
- e. The client has a limitation that significantly interferes with the usual way the department decides eligibility and payment.

An ETR request may be approved, partially approved, or denied.

As a member of AFHC, you may want to contact the AFHC concerning this notice at www.adultfamilyhomecouncil.org, 360-754-3329 or 1-888-439-8999 (toll free).

ARTICLE 4 STATE RIGHTS

4.1 It is understood and agreed by the parties that the State has core management rights. Except to the extent modified by this Agreement, the State reserves exclusively all the inherent rights and authority to manage and operate its programs. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the State and the State has the right to decide and implement its decisions regarding such management rights. Unless otherwise revised by statute, the mandatory subjects of bargaining between the parties shall be limited solely to: (1) economic compensation, such as manner and rate of subsidy and reimbursement, including tiered reimbursement; (2) health and welfare benefits; (3) professional development and training; (4) labor-management committees; (5) grievance procedures; and (6) other economic matters. The parties acknowledge that the mandatory subjects of bargaining listed above are the only subjects the parties are authorized to bargain.

4.2 Rights Reserved to the State

Examples of the rights reserved solely to the State, its agents and officials and to the extent these rights may be limited by other provisions of this Agreement as expressly provided herein include, but are not limited to the right:

- A. To operate so as to carry out the statutory, licensing and contractual mandates of the State;
- B. To establish the State's missions, programs, objectives, activities and priorities within the statutory mandates;

- C. To plan, direct and control the use of resources, including all aspects of the budget, in order to achieve the State's missions, programs, objectives, activities and priorities;
- D. To manage, direct and control all of the State's activities to deliver programs and services;
- E. To develop, modify and administer policies, procedures, rules and regulations and determine the methods and means by which operations are to be carried out;
- F. To establish qualifications of adult family home licensed and contracted providers and standards of accountability;
- G. To make and execute contracts and all other instruments necessary or convenient for the performance of the State's duties or exercise of the State's powers, including contracts with public and private agencies, organizations or corporations and adult family homes to pay them for services rendered or furnished;
- H. To determine the management organization, including recruitment, selection, retention and promotion to positions not otherwise covered by this Agreement;
- I. To extend, limit or contract out any or all services and/or programs of the State except as otherwise limited under [Article 9](#), Duty to Bargain, and specific to contracting out of bargaining unit work;
- J. To take whatever actions the State deems necessary to carry out services in an emergency. The State shall be the sole determiner as to the existence of an emergency in keeping with a reasonable and prudent standard;
- K. To modify any and all operations and work requirements in order to more efficiently and effectively provide services as a result of any existing and/or new laws, rules and regulatory provisions of state and/or federal origin which may in any way affect the State's ability to provide services;
- L. To determine the method, technological means and numbers and kinds of personnel by which operations are undertaken; and
- M. To maintain and promote the efficiency of public operations entrusted to the State.

4.3 The above enumerations of State rights are not inclusive and do not exclude other State rights not specified, including but not limited to those duties, obligations or authority provided under chapter [70.128 RCW](#) and to the extent not otherwise expressly limited by this Agreement. The exercise or non-exercise of rights retained by the State shall not be construed to mean that any right of the State is waived.

4.4 No action taken by the State with respect to a management right shall be subject to a grievance or arbitration procedure or collateral action/suit unless the exercise thereof violates an express written provision of this Agreement.

4.5 Fulfillment of Statutory Obligation

As provided under [RCW 41.56.029](#)(4)(c), this Agreement expressly reserves:

The legislature’s right to make programmatic modifications to the delivery of state services under [RCW 70.128](#) , including standards of eligibility of consumers and adult family home providers participating in the programs under [RCW 70.128](#) and the nature of services provided.

Nothing contained in this Agreement shall be construed as to subtract from, modify or otherwise diminish these rights in any manner.

**ARTICLE 5
GRIEVANCE AND DISPUTE RESOLUTION**

5.1 Dispute Resolution Philosophy

The State and the AFHC commit to address and resolve issues in a fair and responsible manner at the lowest possible level, and to use mediation and conflict resolution techniques when possible. The relationship of the parties depends on mutual respect and trust based on the ability to recognize and resolve disagreements. Prior to filing a grievance, the AFHC and the State should attempt wherever possible to resolve problems informally and not resort to the formal grievance procedure.

5.2 Definitions

A. Grievance Definition

A grievance shall mean a dispute regarding the meaning or implementation of the provisions of this Agreement brought by the AFHC. The AFHC may not grieve issues outside the scope of this Agreement, including but not limited to selection or termination of an adult family home provider by a consumer, and/or any action taken by the consumer.

B. Computation of Time

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing and timelines will apply to date of receipt.

C. Failure to Meet Timelines

Failure by the AFHC to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the State to comply with

the timelines will entitle the AFHC to move the grievance to the next step of the procedure.

D. Content

The written grievance must include the following information:

1. A summary of the pertinent facts surrounding the nature of the grievance;
2. The date or time period in which the incident occurred;
3. The specific Article and Section of the Agreement violated;
4. The step taken to informally resolve the grievance and the individuals involved in the attempted resolution;
5. An appropriate remedy for the grievance;
6. The name of the grievant;
7. The grievant's provider number; and
8. The name and signature of the AFHC representative filing the grievance.

E. Modifications to Grievances

No newly alleged violations and/or remedies may be added to the grievance after it is filed, except by written mutual agreement; provided, however, this shall not preclude the filing of a grievance arising out of a different incident.

F. Resolution

If the State provides the requested remedy or a mutually agreed upon alternative remedy for that grievance, the grievance will be considered resolved and may not be moved to the next step.

G. Withdrawal

A grievance may be withdrawn at any time.

H. Resubmission

If resolved, withdrawn or a timeline missed, that grievance cannot be resubmitted.

5.3 Grievance/Dispute Resolution Procedure

Step 1. Informal Resolution

In an attempt to resolve any grievable issue, the AFHC representative should confer with the State's designated representative prior to filing a written grievance.

Step 2. Written Grievance

If the grievance is not resolved at Step 1, the AFHC representative shall set forth the grievance in writing including a summary of the pertinent facts surrounding the grievance, the date or time period in which the incident occurred, the alleged violations of the Agreement, and an appropriate remedy.

The written grievance shall be submitted to the State within thirty (30) days of the occurrence of the alleged violation or within thirty (30) days of when the provider or the AFHC could reasonably have been aware of the incident or occurrence giving rise to the grievance. The written grievance will be submitted by the AFHC by email to OFM State Human Resources Labor Relations Section at labor.relations@ofm.wa.gov.

The State or the State's designee shall meet with the grievant and his/her AFHC representative within thirty (30) days of receipt of the written grievance, in order to discuss and resolve the grievance. Subsequent to this meeting, if the grievance should remain unresolved, the State will provide a written response to the grievance within fourteen (14) days from the date the parties met to discuss the grievance. If the response does not resolve the grievance, the AFHC may, within fourteen (14) days of receipt of the response, proceed to Step 4, Arbitration.

Step 3. (Optional) Mediation

If the matter is not resolved in Step 2 and as an alternative prior to final and binding arbitration in Step 4, the parties may choose by mutual agreement to submit the matter to mediation in order to resolve the issue. The party requesting mediation of the dispute must notify the other party in writing no later than fourteen (14) days of receipt by the AFHC of the written response from the State in Step 2. The party receiving the request for mediation must notify the other party of its agreement to mediate the dispute within fourteen (14) days of receipt of the request. If the party receiving the request does not agree to mediate the dispute, the AFHC may, within fourteen (14) days of the notification of the decision not to mediate, proceed to Step 4, Arbitration.

If the parties agree to mediation, the parties shall select a neutral mediator. Both parties shall submit a statement of their position on the issue. The mediator may also bring the parties together in person to attempt to resolve the issue.

The parties shall each pay one half (1/2) the costs or fees, if any, of the neutral mediator. Each party shall be responsible for its own costs including the costs of representation, advocacy, attorney's fees and the costs of each party's appointed representatives.

If the issue is successfully resolved by mediation, the agreement shall be signed and binding on all parties, and will not form a precedent unless agreed to in writing by both parties. If the issue is not successfully resolved through mediation, the AFHC may, within thirty (30) days of the mediation session, proceed to Step 4, Arbitration.

The proceedings of any mediation will not be reported or recorded in any manner, except for agreements that may be reached by the parties during the course of the mediation or meeting. Statements made by the mediator, or by or to any party or other participant in the mediation may not later be introduced as evidence, may not be made known to an arbitrator or hearings examiner at a hearing, or may not be construed for any purpose as an admission against interest, unless they are independently admissible.

Step 4. Arbitration

If the grievance is not settled at Step 2 or 3, it may, within the time frames noted above, be referred by the AFHC to final and binding arbitration. The arbitrator shall be mutually agreed upon by the parties or, upon failure to agree upon an arbitrator, the AFHC shall, within fifteen (15) days of the request for arbitration, request a list of nine (9) arbitrators from the American Arbitration Association. The parties shall select an arbitrator by alternately striking names from the list of nine (9) arbitrators. A coin toss shall determine which party shall strike first.

The award of the arbitrator shall be final and binding upon both parties. The parties shall each pay one half (1/2) the costs of the arbitration, including the fees to file for arbitration with the American Arbitration Association and the fees of the arbitrator. Each party shall be responsible for its own costs including the costs of representation, advocacy, attorney's fees and witnesses. The arbitrator shall have no power to add to, subtract from, or change any of the terms or provisions of this Agreement.

ARTICLE 6

AFHC-MANAGEMENT COMMUNICATIONS COMMITTEE

6.1 Purpose

For the purpose of maintaining communications between the parties and to cooperatively discuss matters of mutual concern, the State and the AFHC agree to engage in discussions on topics of mutual interest as brought forth by either party. Additionally, the parties agree to work collaboratively to develop educational opportunities for adult family home providers.

6.2 Meetings

The parties shall meet on a flexible basis, but no later than thirty (30) days after either party requests a meeting unless otherwise mutually agreed. Each party will provide the other with any topics for discussion at least seven (7) calendar days prior to the meeting. The State shall then distribute an agenda to the AFHC at least two (2) days in advance of the meeting. Meetings shall be held at mutually convenient times and ADA accessible locations. The parties are encouraged to select participants for these discussions who are representative of the issues to be discussed and who bring to the discussion the authority to make decisions on behalf of the parties. Within seven (7) days following the meeting, the State shall distribute to the AFHC a follow-up list of actions items that may require additional action prior to the next scheduled meetings. The AFHC-Management Communications

Committee (AFHC-MCC) shall consist of up to five (5) representatives of the State and up to five (5) representatives of the AFHC. Additional representatives may attend and participate upon mutual agreement.

6.3 Scope of Authority

Committee meetings established under this Article will be used for discussions and collaboration only. The committee will have no authority to conduct any negotiations, bargain collectively or modify any provision of this Agreement. The committees' activities are not subject to the grievance procedure in [Article 5](#). Except by written mutual agreement, discussions at AFHC-MCC meetings do not satisfy the State's duty to bargain in accordance with [Article 4](#), [State Rights](#), and [Article 9](#), [Duty to Bargain](#), of this Agreement and [RCW 41.56](#).

ARTICLE 7 PAYMENT

This Article has been modified by an [MOU](#) effective August 17, 2018

7.1 Base Daily Rates

- A. Effective July 1, 2017, the, DSHS seventeen (17)-level tiered reimbursement payment rates (base daily rates) for adult family home providers shall be as shown in Appendix A.
- B. Effective July 1, 2018, the DSHS Base Daily Rates for adult family home providers shall be as shown in Appendix B.
- C. PACE Base Daily Rates
 1. Effective July 1, 2017 – June 30, 2018, PACE Organizations shall pay all adult family home providers serving Medicaid enrollees through a contract at a base daily rate not less than Article 7.1A, above as determined by the DSHS CARE assessment. PACE may pay a base daily rate that is higher than Article 7.1 A, above, based on PACE's own assessment of the enrollee in accordance with the federal regulation and state contractual obligations.
 2. Effective July 1, 2018 – June 30, 2019, PACE Organizations shall pay all adult family home providers serving Medicaid enrollees through a contract at a base daily rate not less than Article 7.1B, above as determined by the DSHS CARE assessment. PACE may pay a base daily rate that is higher than Article 7.1B, above, based on PACE's own assessment of the enrollee in accordance with the federal regulations and state contractual obligations.

7.2 Expanded Community Service Daily Rate

- A. Adult family home providers who have a contract with the State to provide expanded community services for a client shall receive the Expanded

Community Service (ECS) daily rate or the Base Daily Rate, whichever is greater.

- B. Effective July 1, 2017, the July 1, 2016 – June 30, 2017, ECS daily rate of one hundred seventeen dollars and seventy-two cents (\$117.72) for adult family home providers shall be increased by four percent (4.0 %) to one hundred twenty-two dollars and forty-three cents (\$122.43).
- C. Effective July 1, 2018, the July 1, 2017 – June 30 2018, ECS daily rate of one hundred twenty-two dollars and forty-three cents (\$122.43) shall be increased by two percent (2.0 %) to one hundred twenty-four dollars and eighty-eight cents (\$124.88).
- D. A PACE organization may contract with an adult family home to provide expanded community services. The Department will provide PACE organizations with its ECS contract terms and rate structure. If the PACE organization utilizes the ECS contract terms, the PACE organization shall pay the adult family home at least the ECS rate above for those services.

7.3 Specialized Behavioral Support Add-On Rate

- A. Adult family home providers who have a contract with the State to provide specialized behavioral support services for a client shall receive the Specialized Behavioral Support (SBS) add-on rate in addition to the Base Daily Rate.
- B. Effective July 1, 2017, the August 1, 2014 – June 30, 2017 SBS add-on rate of one hundred four dollars and thirty-three cents (\$104.33) shall be increased by four percent (4.0%) to one hundred eight dollars and fifty cents (\$108.50).
- C. Effective July 1, 2018, the July 1, 2017 – June 30, 2018 SBS add-on rate of one hundred eight dollars and fifty cents (\$108.50) shall be increased by two percent (2.0%) to one hundred ten dollars and sixty seven cents (\$110.67).
- D. A PACE organization may contract with an adult family home to provide specialized behavioral support services. The Department will provide PACE organizations with its SBS contract terms and rate structure. If the PACE organization utilizes the SBS contract terms, the PACE organization shall pay the adult family home at least the SBS rate above for those services.

7.4 HIV/AIDS House Rates (Excluding PACE Organizations)

- A. Adult family home providers who have a contract with the state to provide specialized HIV/AIDS care shall receive a specialized daily rate, or the Base Daily Rate, whichever is greater.

- B. Effective July 1, 2017 the daily rate for adult family homes providing specialized HIV/AIDS care shall be increased by four percent (4.0%) to ninety nine dollars and thirty-two cents (\$99.32)
- C. Effective July 1, 2018, the July 1, 2017 – June 30, 2018 daily rate for adult family homes providing specialized HIV/AIDS care shall be increased by two percent (2.0%) to one hundred one dollars and thirty-one cents (\$101.31).

7.5 Private Duty Nursing Services (Excluding PACE Organizations)

- A. Private Duty Nursing Hourly Rate
 - 1. Adult family home providers who have a contract with the State to provide skilled nursing services and are authorized to provide private duty nursing services to a client residing in their facility shall receive the Private Duty Nursing Hourly Rate established by the Legislature, in addition to the Base Daily Rate.
 - 2. Effective July 1, 2017, the Private Duty Nursing Hourly Rate of forty-four dollars and ninety-four cents (\$44.94) is increased by two percent (2%) to forty-five dollars and eighty-four cents (\$45.84).
 - 3. Effective July 2, 2018, the Private Duty Nursing Hourly Rate of forty-five dollars and eighty-four cents (\$45.84) is increased by two percent (2%) to forty-six dollars and seventy-six cents (\$46.76).
- B. Specialty Private Duty Nursing Daily Rate
 - 1. Adult family home providers who have a contract with the State to provide daily skilled nursing services for up to six (6) clients residing in their facility, when authorized by the Department to be paid the all-inclusive daily rate for such services, shall receive the Specialty Private Duty Nursing Daily Rate.
 - 2. Effective July 1, 2017, the July 1, 2016 – June 30, 2017 Specialty Private Duty Nursing Daily Rate of five hundred ninety-one dollars and eighty-two cents (\$591.82) shall be increased by six percent (6%) to six hundred twenty-seven dollars and thirty-three cents (\$627.33).
 - 3. Effective July 1, 2017 the Specialty Private Duty Nursing Daily Rate of six hundred twenty-seven dollars and thirty-three cents (\$627.33) is increased by sixty-three dollars and seventy-seven cents (\$63.77) to six hundred ninety-one dollars and ten cents (\$691.10).

7.6 Respite Services (Excluding PACE Organizations)

- A. Adult family home providers who have a contract with the State to provide Respite Services as defined in [WAC 388-845](#) and [WAC 388-825](#) shall receive a Respite Hourly Rate.

- B. Effective July 1, 2017, the Respite Hourly Rate paid to adult family home providers providing up to nine (9) hours of respite services in a twenty-four (24) hour period shall remain fourteen dollars and seventy-six cents (\$14.76) per hour for each hour of service provided.
- C. Effective July 1, 2017, adult family home providers who provide nine (9) or more hours of respite services in a twenty-four (24) hour period, including overnight stays, shall receive a maximum amount of one hundred thirty-two dollars and eighty-four cents (\$132.84) per day which is the equivalent of nine hours at the Respite Hourly Rate.
- D. For clients who have a CARE Classification Base Daily Rate that is higher than the maximum amount of one hundred thirty-two dollars and eighty-four cents (\$132.84), the provider shall receive an additional two (2) hours at the Respite Hourly Rate for a total of eleven (11) hours, which is equivalent to one hundred sixty-two dollars and thirty-six cents (\$162.36) per day.

7.7 Community Integration Payment

- A. Adult family home providers who have a contract with the State to provide support to clients with an assessed need for support to access and participate in the community will receive an adjusted daily rate to provide four (4) hours per month. The adjusted daily rate will be the total of the Service Area Community Integration daily rate added to the Base Daily Rate.

The Community Integration Service Area daily rates are set as follows: King County: one dollar and eighty-two cents (\$1.82); Metropolitan Service Area: one dollar and seventy-seven cents (\$1.77); and the Non-Metropolitan Service Area: one dollar and seventy-one cents (\$1.71).

Effective July 1, 2017 the adjusted daily rates for adult family home providers who support clients to access and participate in the community shall be as shown in Appendix C.

Effective July 1, 2018 the adjusted daily rates for adult family home providers who support clients to access and participate in the community shall be as shown in Appendix D.

- B. Adult family home providers who transport clients to access and participate in the community as authorized in the client's care or service plan, will be reimbursed per-mile driven for up to one-hundred (100) miles per month per client based on the standard mileage rate recognized by the Internal Revenue Service federal mileage.
- C. Adult family home providers who offer and provide support to clients with an assessed need for support to access and participate in the community

through a contract with a PACE organization will receive a rate inclusive of the Community Integration rates described above.

This provision is subject to approval and matching funds by the Centers for Medicare and Medicaid Services. If the state is unsuccessful in receiving approval from the Center for Medicare and Medicaid Service (CMS) the parties shall meet to bargain over the adjusted daily rate and mileage.

7.8 Mileage Reimbursement

Adult family home providers shall be compensated for transporting their residents to medical providers as authorized in the client’s care or service plans for individual residents. Such compensation shall be paid on a per-mile-driven basis at the standard mileage rate as recognized by the Internal Revenue Service, up to a maximum of fifty (50) miles per month per resident.

7.9 Bed Hold Rates

The State shall pay an adult family home who holds a bed for a client, in accordance with WAC 388-105-0045, seventy (70.0%) of the Base Daily Rate for the first through the seventh day and fifteen dollars (\$15.00) a day for the eighth day through the twentieth day.

7.10 Social Leave

If a client is absent from the adult family home for recreational or socialization purposes (Social Leave), the State shall pay the provider the authorized rate for the client for up to eighteen (18) days Social Leave days per calendar year. Social Leave does not include absences for medical, therapeutic, or recuperative purposes.

**ARTICLE 8
TRAINING**

8.1 Adult Family Home Administrator Training class

A. The State shall require the trainer for the Adult Family Home (AFH) Administrator Training class to notify the AFHC when classes are scheduled and grant access, not to exceed forty-five (45) minutes, at the AFH Administrator Training class. Adequate notice shall be fourteen (14) working days. In addition, the State will provide the AFHC with a list of any contracted community colleges that will provide the AFH Administrator Training class. Regular class schedules as published by the community college, including on-line schedules, shall serve as notification to the AFHC for these classes. The AFHC presentation topics will be limited to the following: AFHC organization, adult family home providers’ representation status and benefits and adult family home provider advanced and additional training opportunities. The AFHC may issue a certificate to those who complete the forty-five (45) minute orientation.

B. The AFHC may (at its discretion) provide the trainer of the AFH Administrator class with copies of a brochure outlining the providers’

collective bargaining benefits, to be distributed by the trainer and AFHC with other orientation and training materials. This document will be neutral in content and approved by the State and the AFHC prior to distribution.

ARTICLE 9 DUTY TO BARGAIN

Nothing contained in this Agreement shall be construed as to diminish the obligation of the parties to discuss and/or negotiate over those subjects appropriate under the law and to the extent that the State has lawful control over those subjects. This specifically includes economic compensation, such as manner and rate of subsidy and reimbursement, including tiered reimbursement; health and welfare benefits; professional development and training; labor-management committees; grievance procedures and other economic matters. The State will notify the Executive Director of the AFHC of the initiation of rule changes affecting a matter that is an appropriate subject of bargaining as listed above. In the event the State enters into a new contract with a new managed care organization to provide services to Medicaid enrollees, the State agrees to notify the Executive Director of the AFHC and negotiate in accordance with the provisions of [RCW 41.56](#).

ARTICLE 10 SAVINGS CLAUSE

This Agreement shall be subject to all present and future applicable federal, state and local laws and rules and regulations of governmental authority. Should any provision of this Agreement, or the application of such provision to any person or circumstance be invalidated or ruled contrary to law by Federal or State court, or duly authorized agency, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

In the event of such invalidation, the parties shall promptly meet to negotiate a substitute provision. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties and their representatives.

ARTICLE 11 DISTRIBUTION OF AGREEMENT

The State shall electronically post the Agreement on the Office of Financial Management/State Human Resources/Labor Relations Section (OFM/SHR/LRS) web page for access by members of the bargaining unit. The State shall provide the AFHC contact information and the link to this Agreement on the OFM/SHR/LRS web page to both new and renewing adult family home contracted providers.

ARTICLE 12

TERM OF THE AGREEMENT

12.1 Severability

This Agreement shall be subject to all present and future applicable federal, state and local laws and rules and regulations of governmental authority that are not subject to collective bargaining. Should any part of this Agreement or any provisions contained herein be judicially determined to be contrary to law, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

12.2 Term of Agreement

This Agreement shall be effective July 1, 2017 and shall remain in full force and effect until June 30, 2019. In accordance with [RCW 41.56.440](#) the parties shall begin negotiations no later than May 1, 2018. If no successor agreement has been reached, or if the legislature has not approved appropriations required to fund the economic provisions of a successor agreement as of June 30, 2019, all the terms of this Agreement shall remain in effect until the effective date of a subsequent agreement, not to exceed one (1) year from the expiration date.

ARTICLE 13

DUES DEDUCTION

13.1 Dues Deduction

- A. Upon written authorization from an adult family home provider, the State as a payor, but not as the Employer, shall deduct from a bargaining unit member's provider payment a monthly amount of dues as determined by AFHC. The State shall remit all deducted dues to the AFHC. The State shall not collect or reconcile any retroactive dues.
- B. The State will furnish an AFHC dues deduction authorization form to AFHC bargaining unit members who are newly contracted providers, renewing an existing contract, or have a change in ownership of an existing Adult Family Home. The AFHC will provide the State with an electronic version of the AFHC dues deduction authorization form. In addition, the AFHC, at its own expense, will be responsible for providing the State with sufficient hard copies for distribution.

13.2 Indemnify and Hold Harmless

The AFHC and each adult family home provider, for compliance with this Article, hereby agree to indemnify and hold the State harmless from all claims, demands, suits or other forms of liability for or on account of any dues deducted from adult

family home provider's payment. If an error is made in the amount of dues fees remitted to the AFHC, the AFHC shall expeditiously rectify the error.

13.3 PACE

Article 13.1 above does not apply to adult family home providers serving Medicaid enrollees through a contract with PACE. Adult family home providers serving Medicaid enrollees through a contract with PACE may, however, pay dues to the AFHC through a mechanism established by the AFHC. The State is not a party to this transaction.

APPENDIX A
JULY 1, 2017 AL TSA ADULT FAMILY HOME DAILY RATES
FOR CLIENTS ASSESSED WITH CARE

Service Area	King County	**Metropolitan Counties	***Non-Metropolitan Counties
Classification	AFHC Daily Rate	AFHC Daily Rate	AFHC Daily Rate
A Low (1)	\$71.96	\$70.78	\$69.07
A Med (2)	\$74.74	\$73.49	\$71.67
A High (3)	\$81.23	\$79.80	\$77.73
B Low (4)	\$73.40	\$72.18	\$70.42
B Med (5)	\$79.78	\$78.39	\$76.38
B Med H (6)	\$86.56	\$84.98	\$82.71
B High (7)	\$89.05	\$87.41	\$85.04
C Low (8)	\$81.03	\$79.61	\$77.55
C Med (9)	\$93.33	\$91.57	\$89.04
C Med H (10)	\$98.41	\$93.63	\$91.01
C High (11)	\$99.76	\$97.03	\$93.08
D Low (12)	\$86.46	\$84.89	\$82.62
D Med (13)	\$95.25	\$93.44	\$90.83
D Med H (14)	\$112.59	\$109.19	\$104.36
D High (15)	\$128.01	\$123.88	\$117.20
E Med (16)	\$154.39	\$149.01	\$140.94
E High (17)	\$180.80	\$174.13	\$164.70

**Metropolitan Counties (Urban) Benton, Clark, Franklin, Island, Kitsap, Pierce, Snohomish, Spokane, Thurston, Whatcom, and Yakima Counties.

***Non-Metropolitan Counties: Adams, Asotin, Chelan, Clallam, Columbia, Cowlitz, Douglas, Ferry, Kittitas, Garfield, Grant, Grays Harbor, Jefferson, Klickitat, Lewis, Lincoln, Mason, Okanogan, Pacific, Pend Oreille, San Juan, Skagit, Skamania, Stevens, Wahkiakum, Walla Walla, and Whitman.

APPENDIX B
JULY 1, 2018 AL TSA ADULT FAMILY HOME DAILY RATES
FOR CLIENTS ASSESSED WITH CARE

Service Area	King County	**Metropolitan Counties	***Non-Metropolitan Counties
Classification	AFH Daily Rate	AFH Daily Rate	AFH Daily Rate
A Low (1)	\$71.96	\$70.78	\$69.07
A Med (2)	\$74.74	\$73.49	\$71.67
A High (3)	\$81.23	\$79.80	\$77.73
B Low (4)	\$73.40	\$72.18	\$70.42
B Med (5)	\$79.78	\$78.39	\$76.38
B Med H (6)	\$86.56	\$84.98	\$82.71
B High (7)	\$89.05	\$87.41	\$85.04
C Low (8)	\$81.03	\$79.61	\$77.55
C Med (9)	\$93.33	\$91.57	\$89.04
C Med H (10)	\$100.38	\$93.63	\$91.01
C High (11)	\$101.76	\$98.97	\$93.08
D Low (12)	\$86.46	\$84.89	\$82.62
D Med (13)	\$95.25	\$93.44	\$90.83
D Med H (14)	\$114.84	\$111.97	\$104.36
D High (15)	\$130.57	\$126.36	\$119.54
E Med (16)	\$157.48	\$151.99	\$143.76
E High (17)	\$184.42	\$177.61	\$167.99

**Metropolitan Counties (Urban) Benton, Clark, Franklin, Island, Kitsap, Pierce, Snohomish, Spokane, Thurston, Whatcom, and Yakima Counties.

***Non-Metropolitan Counties: Adams, Asotin, Chelan, Clallam, Columbia, Cowlitz, Douglas, Ferry, Kittitas, Garfield, Grant, Grays Harbor, Jefferson, Klickitat, Lewis, Lincoln, Mason, Okanogan, Pacific, Pend Oreille, San Juan, Skagit, Skamania, Stevens, Wahkiakum, Walla Walla, and Whitman.

APPENDIX C
JULY 1, 2017 ADULT FAMILY HOME DAILY RATES
ADJUSTED DAILY RATE WITH COMMUNITY INTEGRATION

<u>Service Area</u>	<u>King County</u>	<u>**Metropolitan Counties</u>	<u>***Non-Metropolitan Counties</u>
<u>Classification</u>	<u>AFH w/CI Daily Rate</u>	<u>AFH w/CI Daily Rate</u>	<u>AFH w/CI Daily Rate</u>
<u>A Low (1)</u>	<u>\$73.78</u>	<u>\$72.55</u>	<u>\$70.78</u>
<u>A Med (2)</u>	<u>\$76.56</u>	<u>\$75.26</u>	<u>\$73.38</u>
<u>A High (3)</u>	<u>\$83.05</u>	<u>\$81.57</u>	<u>\$79.44</u>
<u>B Low (4)</u>	<u>\$75.22</u>	<u>\$73.95</u>	<u>\$72.13</u>
<u>B Med (5)</u>	<u>\$81.60</u>	<u>\$80.16</u>	<u>\$78.09</u>
<u>B Med H (6)</u>	<u>\$88.38</u>	<u>\$86.75</u>	<u>\$84.42</u>
<u>B High (7)</u>	<u>\$90.87</u>	<u>\$89.18</u>	<u>\$86.75</u>
<u>C Low (8)</u>	<u>\$82.85</u>	<u>\$81.38</u>	<u>\$79.26</u>
<u>C Med (9)</u>	<u>\$95.15</u>	<u>\$93.34</u>	<u>\$90.75</u>
<u>C Med H (10)</u>	<u>\$100.23</u>	<u>\$95.40</u>	<u>\$92.72</u>
<u>C High (11)</u>	<u>\$101.58</u>	<u>\$98.80</u>	<u>\$94.79</u>
<u>D Low (12)</u>	<u>\$88.28</u>	<u>\$86.66</u>	<u>\$84.33</u>
<u>D Med (13)</u>	<u>\$97.07</u>	<u>\$95.21</u>	<u>\$92.54</u>
<u>D Med H (14)</u>	<u>\$114.41</u>	<u>\$110.96</u>	<u>\$106.07</u>
<u>D High (15)</u>	<u>\$129.83</u>	<u>\$125.65</u>	<u>\$118.91</u>
<u>E Med (16)</u>	<u>\$156.21</u>	<u>\$150.78</u>	<u>\$142.65</u>
<u>E High (17)</u>	<u>\$182.62</u>	<u>\$175.90</u>	<u>\$166.41</u>

**

Metropolitan Counties (Urban) Benton, Clark, Franklin, Island, Kitsap, Pierce, Snohomish, Spokane, Thurston, Whatcom, and Yakima Counties.

Non-Metropolitan Counties: Adams, Asotin, Chelan, Clallam, Columbia, Cowlitz, Douglas, Ferry, Kittitas, Garfield, Grant, Grays Harbor, Jefferson, Klickitat, Lewis, Lincoln, Mason, Okanogan, Pacific, Pend Oreille, San Juan, Skagit, Skamania, Stevens, Wahkiakum, Walla Walla, and Whitman.

APPENDIX D
JULY 1, 2018 ADULT FAMILY HOME DAILY RATES
ADJUSTED DAILY RATE WITH COMMUNITY INTEGRATION

<u>Service Area</u>	<u>King County</u>	<u>**Metropolitan Counties</u>	<u>***Non-Metropolitan Counties</u>
<u>Classification</u>	<u>AFH w/CI Daily Rate</u>	<u>AFH w/CI Daily Rate</u>	<u>AFH w/CI Daily Rate</u>
<u>A Low (1)</u>	<u>\$73.78</u>	<u>\$72.55</u>	<u>\$70.78</u>
<u>A Med (2)</u>	<u>\$76.56</u>	<u>\$75.26</u>	<u>\$73.38</u>
<u>A High (3)</u>	<u>\$83.05</u>	<u>\$81.57</u>	<u>\$79.44</u>
<u>B Low (4)</u>	<u>\$75.22</u>	<u>\$73.95</u>	<u>\$72.13</u>
<u>B Med (5)</u>	<u>\$81.60</u>	<u>\$80.16</u>	<u>\$78.09</u>
<u>B Med H (6)</u>	<u>\$88.38</u>	<u>\$86.75</u>	<u>\$84.42</u>
<u>B High (7)</u>	<u>\$90.87</u>	<u>\$89.18</u>	<u>\$86.75</u>
<u>C Low (8)</u>	<u>\$82.85</u>	<u>\$81.38</u>	<u>\$79.26</u>
<u>C Med (9)</u>	<u>\$95.15</u>	<u>\$93.34</u>	<u>\$90.75</u>
<u>C Med H (10)</u>	<u>\$102.20</u>	<u>\$95.40</u>	<u>\$92.72</u>
<u>C High (11)</u>	<u>\$103.58</u>	<u>\$100.74</u>	<u>\$94.79</u>
<u>D Low (12)</u>	<u>\$88.28</u>	<u>\$86.66</u>	<u>\$84.33</u>
<u>D Med (13)</u>	<u>\$97.07</u>	<u>\$95.21</u>	<u>\$92.54</u>
<u>D Med H (14)</u>	<u>\$116.66</u>	<u>\$113.14</u>	<u>\$106.07</u>
<u>D High (15)</u>	<u>\$132.39</u>	<u>\$128.13</u>	<u>\$121.25</u>
<u>E Med (16)</u>	<u>\$159.30</u>	<u>\$153.76</u>	<u>\$145.47</u>
<u>E High (17)</u>	<u>\$186.24</u>	<u>\$179.38</u>	<u>\$169.70</u>

**

Metropolitan Counties (Urban) Benton, Clark, Franklin, Island, Kitsap, Pierce, Snohomish, Spokane, Thurston, Whatcom, and Yakima Counties.

Non-Metropolitan Counties: Adams, Asotin, Chelan, Clallam, Columbia, Cowlitz, Douglas, Ferry, Kittitas, Garfield, Grant, Grays Harbor, Jefferson, Klickitat, Lewis, Lincoln, Mason, Okanogan, Pacific, Pend Oreille, San Juan, Skagit, Skamania, Stevens, Wahkiakum, Walla Walla, and Whitman.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE ADULT FAMILY HOME COUNCIL (AFHC)

ADULT FAMILY HOMES**

The parties agree to negotiate the amount to be reimbursed to the State for the additional costs of making a voluntary AFHC contribution deducted from the payments to bargaining unit Adult Family Home providers in accordance with RCW 41.56.113(1)(c)(i).

Should the parties reach agreement on the reimbursement amount and the voluntary AFHC contribution deducted from the payments to bargaining unit Adult Family Home providers is implemented in ProviderOne the parties agree to add the following to Article 13:

13.2 AFHC Voluntary Contribution

Upon written request from a bargaining unit Adult Family Home provider, the State will deduct a voluntary contribution to AFHC, in any amount specified by the Adult Family Home provider, from the monthly provider's payments.

13.3 Indemnify and Hold Harmless

The AFHC and each adult family home provider, for compliance with this Article, hereby agree to indemnify and hold the State harmless from all claims, demands, suits or other forms of liability for or on account of any dues deducted and/or voluntary contributions from adult family home provider's payment. If an error is made in the amount of dues and/or voluntary contributions remitted to the AFHC, the AFHC shall expeditiously rectify the error.

Signed this 16th day of June, 2016.

For the AFHC:

For the Employer:

/s/
John Ficker, Lead Negotiator
AFHC

/s/
Susanna Fenner, Labor Negotiator
OFM/SHR/LRS

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE ADULT FAMILY HOME COUNCIL (AFHC)

ADULT FAMILY HOMES**

The parties agree that should RCW 41.56.113(1)(b)(i) be deemed by order of a court of competent jurisdiction enforceable in relation to bargaining unit members, the State as payor, but not as the Employer, will enforce the terms of a union security provision authorized in RCW 41.56.122 by deducting such fees from the payments to such bargaining unit members. Specifically, the state will replace Article 13 with the following:

**ARTICLE 13
DUES/FEE DEDUCTIONS AND REPRESENTATIONAL SECURITY**

13.1 Dues/Fees Deductions

Upon written authorization from an Adult Family Home provider, the State as a payor, but not as the Employer, shall enforce this representational security provision according to RCW 41.56.113 by deducting from the bargaining unit member's Medicaid and state-funded long-term care payment the member dues and non-member representational fees required by the AFHC. The State shall remit all deducted dues/representational fees to the AFHC. The State shall not collect or reconcile any retroactive dues/representational fees.

13.2 Representational Security

As a condition of acceptance of payment from Medicaid and state-funded long term care for clients, all adult family homes covered by this Agreement shall, no later than the 30th day following the effective date of this Agreement or the beginning of their coverage by this Agreement:

- A. Be members of AFHC and pay member dues; or
- B. Be non-members and pay representational fees; or
- C. Claim non-association and make alternative payments.

13.3 AFHC Member Dues

Adult family home providers who choose to become members of AFHC shall pay a monthly amount of dues as determined by the AFHC for each adult family home covered by this Agreement.

13.4 Non-Member Representational Fees

Adult family home providers who choose not to become members of AFHC shall pay a non-member representational fee equal to the amount required to be a member of the AFHC for each adult family home covered by this Agreement.

13.5 Non-Association Alternative Payments

In accordance with RCW 41.56.122, an adult family home provider who does not join the AFHC based on bona fide religious tenets or teachings of a church or religious body of which the adult family home provider is a member, shall pay an amount of money equal to the amount required to be a member of the AFHC to a non-religious charity or to another charitable organization mutually agreed upon by the adult family home provider and the AFHC for each adult family home covered by this Agreement.

13.6 Indemnify and Hold Harmless

The AFHC and each adult family home provider, for compliance with this Article, hereby agree to indemnify and hold the State harmless from all claims, demands, suits or other forms of liability for or on account of any dues deducted from adult family home provider's payment. If an error is made in the amount of dues fees remitted to the AFHC, the AFHC shall expeditiously rectify the error.

Signed this 16th day of June, 2016

For the AFHC:

For the Employer:

/s/

/s/

John Ficker, Lead Negotiator
AFHC

Susanna Fenner, Labor Negotiator
OFM/SHR/LRS

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE ADULT FAMILY HOME COUNCIL (AFHC)
MEANINGFUL HOME-BASED ACTIVITIES PILOT PROJECT**

This MOU has been modified by an [MOU](#) effective August 17, 2018

In accordance with parties 2015-2017 Collective Bargaining Agreement, Memorandum of Understanding (MOU) M-1, the State of Washington Department of Social and Health Services (DSHS) agreed to develop a Meaningful Home Based Activities Pilot (pilot) Project designed to serve clients who experience behaviors of significant frequency and intensity (measured by a behavior point score of twelve [12] or more) and/or have a diagnosis of Alzheimer's disease or a related dementia coupled with a level of cognitive impairment and behaviors where a targeted approach to service planning and inclusion of meaningful day activities will improve quality of life and continuity of care.

The pilot project is intended to create proactive and individualized strategies to engage participating and eligible residents in meaningful day activities designed to refocus behavior, improve health and reduce stress and anxiety.

Providers who participate will receive a daily add-on rate when they engage in developing and implementing a person-centered Meaningful Activities Plan (MAP) for each resident which includes individualized goals for daily activities and redirection of behaviors.

Per the MOU, the parties met, bargained and agreed to the following:

A. Meaningful Home-Based Activities Pilot Project Add-On Rate

1. Adult family home providers who have a contract with the State to provide meaningful home-based activities for an eligible client shall receive the Meaningful Home-Based Activities (MHBA) Pilot Project add-on rate in addition to the Base Daily Rate.
2. The MHBA Pilot Project add-on rates shall be fourteen dollars and twenty-five cents (\$14.25) for King County, thirteen dollars and seventy cents (\$13.70) for Metropolitan Counties and thirteen dollars and twenty cents (\$13.20) for Non-Metropolitan Counties for February, 2016-June 30, 2017.
3. Effective July 1, 2017, the MHBA Pilot Project add-on rates in Section A. 2, above, shall be increased by six percent (6%) to fifteen dollars and eleven cents (\$15.11) for King County, fourteen dollars and fifty-two cents (\$14.52) for Metropolitan Counties and thirteen dollars and ninety-nine cents (\$13.99) for Non-Metropolitan Counties.

B. Data Collection

DSHS agrees the following data will be provided to the AFHC:

1. A quarterly report with the names of participating homes and number of residents participating in the pilot during the reporting period;
2. Updates on outcome measures, when available; and
3. Examples of activities, interventions and resources shall be shared during group meetings, webinars, and in training materials.

C. MAP and DSHS Regulatory Practice.

1. The following outlines the application of current business and regulatory practice in regard to the pilot and MAP:
 - a. The pilot is outside the scope of AFH WACs and will be administered entirely by Developmental Disabilities Administration (DDA) and Home and Community Services (HCS), Division of the Aging and Long Term Support Administration (ALTSA);
 - b. The pilot will be authorized in CARE as a service and will be reflected in the service plan;
 - c. The negotiated care plan need mention only that the client is participating in the pilot;
 - d. Information about the pilot will be provided to staff in DDA and ALTSA through coordinated Management Bulletins and will indicate the pilot is outside the scope of the Residential Care Services (RCS) regulatory process;
 - e. All applicable laws and citations will continue to apply to AFHs participating in the pilot including, but not limited to, client rights or quality of life concerns, independent of the pilot; and
 - f. If RCS becomes aware that an AFH provider is struggling with MAP or related pilot activities, RCS will refer the AFH to DDA and/or HCS program staff for technical assistance.

D. AFHC MHBA Participation

The AFHC will be notified and invited to participate in:

1. Provider group meetings regarding MHBA;
2. Webinars; and

3. MHBA formal training, as outlined in the provider contract.

The pilot project will be professionally evaluated. Based on the evaluation, DSHS will determine whether to continue the pilot, expand the pilot or end the pilot. The State will notify the AFHC and will satisfy its collective bargaining obligation prior to continuing, expanding to ending the pilot.

A PACE organization may contract with an adult family home to provide meaningful day activities. The Department will provide PACE organizations with its Meaningful Day contract terms and rate structure. If the PACE organization utilizes the Meaningful Day contract terms, the PACE organization shall pay the adult family home at least the Meaningful Day rate above for those services.

This agreement is non-precedence setting and will expire June 30, 2019.

Signed this 11th day of August, 2016

For the AFHC:

For the Employer:

/s/

/s/

John Ficker, Lead Negotiator
AFHC

Susanna Fenner, Labor Negotiator
OFM/SHR/LRS

**MEMORANDUM OF UNDERSTANDING
STATE OF WASHINGTON
AND
THE ADULT FAMILY HOME COUNCIL (AFHC)**

COMMUNITY INTEGRATION

Article 7.7 of the parties 2017-2019 Collective Bargaining Agreement was adopted based on information known about the Community Integration (CI) program at the time of bargaining. The parties recognize, however, there is a need for further discussion regarding the implementation and scope of the CI program. The parties have therefore agreed to meet for discussion on this matter within sixty (60) days of the signing of this MOU to address specific details of the CI program.

Topics for this discussion will include:

1. Scope of CI including definition and service planning;
2. Federal rules and implementation timeline;
3. CARE changes;
4. AFH contract changes and expectations of AFH providers;
5. Rule making: Both program and regulatory; and
6. Communication and Training
 - a. Providers
 - b. Field Staff
 - c. Management Bulletin.

Additional meetings may be scheduled as needed.

Implementation of the CI program is expected begin July 1, 2017.

Signed this 12th day of August, 2016

For the AFHC:

For the Employer:

/s/

John Ficker, Lead Negotiator
AFHC

/s/

Susanna Fenner, Labor Negotiator
OFM/SHR/LRS

MEMORANDUM OF UNDERSTANDING
STATE OF WASHINGTON
AND
THE ADULT FAMILY HOME COUNCIL (AFHC)

2015-2017 Reinstated Issues

On August 22, 2014 the Public Employment Relations Commission (PERC) suspended select issues from interest arbitration for the 2015-2017 Collective Bargaining Agreement (CBA) due to a dispute between the parties as to whether or not the identified issues could be advanced to interest arbitration. On July 31, 2017 PERC issued an order reinstating those issues.

Subsequent to the reinstatement of those issues, the parties met to bargain over those matters for the 2015-2017 CBA and reached the following agreement.

In addition to the provisions of Article 8 Training in the 2015-2017 CBA, the Department of Social and Health Services (Department) will make a one-time advance payment of three-hundred thousand dollars (\$300,000.00) to the AFHC for professional development and training for adult family home providers. The full payment of three-hundred thousand dollars (\$300,000.00) will be made within thirty (30) calendar days following the date of the final signature of the parties on this agreement. This payment does not establish any ongoing obligation for the Department.

The AFHC will use the above funds to provide training to adult family home providers on caregiving topics that will improve the quality care and services provided for residents. Within twelve (12) months of the AFHC receiving the above funds, the AFHC will provide the Department with a status update on how these monies are being used. Within twenty-four (24) months of the AFHC receiving the above funds, the AFHC will provide the Department with a report in a format agreeable to the parties that includes: information on how these monies were used, how many trainings were offered and locations, how many providers were trained, dates of the training and training topics.

Dated March 7, 2018

For the AFHC,

For the Employer,

/s/

John Ficker, Executive Director

/s/

Susanna Fenner, Labor Negotiator

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE ADULT FAMILY HOME COUNCIL (AFHC)**

MAC and TSOA Respite Services

As part of a Medicaid Transformation demonstration project, the Department of Social and Health Services (DSHS) has created the Medicaid Alternative Care (MAC) and Tailored Supports for Older Adults (TSOA) programs under WAC 388-106. These programs expand respite services in adult family homes to include elderly clients served by the Home and Community Services Division. The State and the AFHC have agreed to the following regarding the expanded respite services for clients receiving services through these programs.

1. Article 7.6 Respite Services (Excluding PACE) subsections (A), (B) and (C) apply to adult family homes who have a contract with the state to provide respite services for clients in the MAC and TSOA programs.
2. Article 7.6 Respite Services (Excluding PACE) subsection (D) does not apply to adult family homes who have a contract with the state to provide respite services for clients under the MAC and TSOA programs. Clients in the MAC and TSOA programs are not assessed in CARE and therefore do not have a CARE classification base daily rate.
3. Payments for adult family homes who have a contract with the state to provide respite service for clients in the MAC and TSOA programs will be included in the monthly lists in Article 3.4 Lists.
4. Clients served by adult family homes who have a contract with the state to provide respite services in the MAC and TSOA programs will not be included in the quarterly reports under Article 3.5 Client Classification Report because these clients do not have a classification in CARE.
5. The Medicaid Transformation demonstration project is a five (5) year project by DSHS in partnership with the Centers for Medicare and Medicaid Services (CMS) and the Washington State Health Care Authority (HCA). Although MAC and TSOA programs are expected to continue under this demonstration project through the five (5) years, the three entities in collaboration with the State legislature may decide to end early or extend these programs beyond the five (5) year demonstration period. Adult family homes who have a contract with the state to provide services for clients under the MAC and TSOA programs will be notified of changes made regarding the duration of project.

6. This MOU will expire upon the ending of the MAC and TSOA programs or June 29, 2019 whichever is sooner.

This agreement will be effective upon signature of the parties:

Signed this 19th day of July, 2018

For the AFHC:

For the Employer:

/s/
John Ficker, Executive Director
AFHC

/s/
Susanna Fenner, Labor Negotiator
OFM/SHR/LRS

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE ADULT FAMILY HOME COUNCIL (AFHC)**

Mental Health Transformation Initiative

In the 2017 legislative session, the legislature appropriated funds to the Department of Social and Health Services (Department) for the creation of community alternative placement beds during the 2017-2019 biennium. These funds were to be used to prioritize the transition of clients who are ready for discharge from the state psychiatric hospitals, but who have additional long-term care or developmental disability needs. This included creation of capacity in adult family homes. The State and the AFHC have agreed to the following regarding transitioning these clients from the state psychiatric hospitals into adult family homes during the 2017-2019 biennium.

1. **ECS Transition Add-on:** Incentive for more providers to accept high acuity clients transitioning from the state psychiatric hospitals in the D-Medium-High through E-High CARE levels when an AFH-ECS placement is deemed appropriate.
 - a. For these classifications the add-on rate will be forty-seven dollars (\$47.00) per client per day.
 - b. The ECS Transition Add-on will be applied prospectively to clients that transitioned from the state psychiatric hospitals on or after July 1, 2017.

2. **ECS Transition Hourly Rate:** Incentive for more providers to accept clients transitioning from state psychiatric hospitals with a need for long-term services and supports.
 - a. When the Department determines that an ECS client needs one-on-one staff assistance of less than 6 hours a day, those hours will be paid at an hourly rate of fifteen dollars (\$15.00) plus twenty percent (20%) for administration fees/fringe benefits. The total hourly rate reimbursed will be eighteen dollars (\$18.00) across service areas.
 - b. This hourly rate will be processed as an ETR.
 - c. The ECS Transition Hourly Rate only applies to clients that transition from the state psychiatric hospitals on or after the effective date of this agreement.

3. **ECS Transition Add-on for SBS:** Incentive for more providers to accept clients transitioning from state psychiatric hospitals with a need for long-term services and supports.
 - a. In addition to the current SBS Add-on of \$108.50 in FY 2018, and \$110.67 in FY 2019, providers who accept these clients will be reimbursed the new ECS rate add-on of forty-seven dollars (\$47.00) per client per day.
 - b. This add-on will be processed as an ETR.
 - c. The ECS Transition Add-on for SBS will be applied prospectively to clients that transitioned from the state psychiatric hospitals on or after July 1, 2017.

4. **SBS Transition Hourly Rate:** Incentive for more providers to accept clients transitioning from state psychiatric hospitals with a need for long-term services and supports.
 - a. When the Department determines that an SBS client needs one-one staff assistance in excess of 8 hours a day, the additional hours will be paid at an hourly rate of fifteen dollars (\$15.00) plus twenty percent (20%) for administration fees/fringe benefits. The total hourly rate reimbursed will be eighteen dollars (\$18.00) across service areas.
 - b. This hourly rate will be processed as an ETR.
 - c. The SBS Transition Hourly Rate only applies to clients that transition from the state psychiatric hospitals on or after the effective date of this agreement.

The above rates only apply to clients transitioning from state psychiatric hospitals with a need for long-term services and supports. These new rates are prospective only. All other current rates still apply for existing clients.

The Department also agrees that adult family home providers should be part of the resident's assessment process either during the assessment process or prior to the completion of an assessment. When the resident's assessment results in a change in eligibility for the ECS or SBS service package, the social worker will make a reasonable effort to consult with the adult family home provider prior to making the final determination regarding eligibility. This provision of this agreement is not grievable.

Clients for whom these services are authorized as of June 30, 2019, will continue to receive these rates until the department assesses they are ineligible for services under this MOU.

This agreement is effective July 19, 2018 and will expire on June 29, 2019.

For the AFHC:

For the Employer:

/s/
John Ficker, Executive Director
AFHC

/s/
Susanna Fenner, Labor Negotiator
OFM/SHR/LRS

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE DEPARTMENT OF SOCIAL AND HEALTH SERVICES (DSHS)
AND
THE ADULT FAMILY HOME COUNCIL (AFHC)**

PACE Organizations

The parties agree to modify **Article 7 Payment** and **MOU Meaningful Home-Based Activities** of the 2017-2019 Collective Bargaining Agreement as follows regarding Program of All-Inclusive Care for the Elderly (PACE) Organizations:

**ARTICLE 7
PAYMENT**

7.1 Base Daily Rates

- A. Effective July 1, 2017, the, DSHS seventeen (17)-level tiered reimbursement payment rates (base daily rates) for adult family home providers shall be as shown in Appendix A.
- B. Effective July 1, 2018, the DSHS Base Daily Rates for adult family home providers shall be as shown in Appendix B.
- C. PACE Base Daily Rates
 - 1. Effective July 1, 2017 – June 30, 2018, PACE Organizations shall pay all adult family home providers serving Medicaid enrollees through a contract at a base daily rate not less than Article 7.1A, above as determined by the DSHS CARE assessment. PACE may pay a base daily rate that is higher than Article 7.1 A, above, based on PACE's own assessment of the enrollee in accordance with the federal regulation and state contractual obligations.
 - 2. Effective July 1, 2018 – June 30, 2019, PACE Organizations shall pay all adult family home providers serving Medicaid enrollees through a contract at a base daily rate not less than Article 7.1B, above as determined by the DSHS CARE assessment. PACE may pay a base daily rate that is higher than Article 7.1B, above, based on PACE's own assessment of the enrollee in accordance with the federal regulations and state contractual obligations.

7.2 Expanded Community Service Daily Rate (~~Excluding PACE~~)

- A. Adult family home providers who have a contract with the State to provide expanded community services for a client shall receive the Expanded

Community Service (ECS) daily rate or the Base Daily Rate, whichever is greater.

B. Effective July 1, 2017, the July 1, 2016 – June 30, 2017, ECS daily rate of one hundred seventeen dollars and seventy-two cents (\$117.72) for adult family home providers shall be increased by four percent (4.0 %) to one hundred twenty-two dollars and forty-three cents (\$122.43).

C. Effective July 1, 2018, the July 1, 2017 – June 30 2018, ECS daily rate of one hundred twenty-two dollars and forty-three cents (\$122.43) shall be increased by two percent (2.0 %) to one hundred twenty- four dollars and eighty-eight cents (\$124.88).

D. A PACE organization may contract with an adult family home to provide expanded community services. The Department will provide PACE organizations with its ECS contract terms and rate structure. If the PACE organization utilizes the ECS contract terms, the PACE organization shall pay the adult family home at least the ECS rate above for those services.

7.3 Specialized Behavioral Support Add-On Rate (~~Excluding PACE~~)

A. Adult family home providers who have a contract with the State to provide specialized behavioral support services for a client shall receive the Specialized Behavioral Support (SBS) add-on rate in addition to the Base Daily Rate.

B. Effective July 1, 2017, the August 1, 2014 – June 30, 2017 SBS add-on rate of one hundred four dollars and thirty-three cents (\$104.33) shall be increased by four percent (4.0%) to one hundred eight dollars and fifty cents (\$108.50).

C. Effective July 1, 2018, the July 1, 2017 – June 30, 2018 SBS add-on rate of one hundred eight dollars and fifty cents (\$108.50) shall be increased by two percent (2.0%) to one hundred ten dollars and sixty seven cents (\$110.67).

D. A PACE organization may contract with an adult family home to provide specialized behavioral support services. The Department will provide PACE organizations with its SBS contract terms and rate structure. If the PACE organization utilizes the SBS contract terms, the PACE organization shall pay the adult family home at least the SBS rate above for those services.

7.4 HIV/AIDS House Rates (Excluding PACE Organizations)

A. Adult family home providers who have a contract with the state to provide specialized HIV/AIDS care shall receive a specialized daily rate, or the Base Daily Rate, whichever is greater.

- B. Effective July 1, 2017 the daily rate for adult family homes providing specialized HIV/AIDS care shall be increased by four percent (4.0%) to ninety nine dollars and thirty-two cents (\$99.32)
- C. Effective July 1, 2018, the July 1, 2017 – June 30, 2018 daily rate for adult family homes providing specialized HIV/AIDS care shall be increased by two percent (2.0%) to one hundred one dollars and thirty-one cents (\$101.31).

7.5 Private Duty Nursing Services (Excluding PACE [Organizations](#))

- A. Private Duty Nursing Hourly Rate
 - 1. Adult family home providers who have a contract with the State to provide skilled nursing services and are authorized to provide private duty nursing services to a client residing in their facility shall receive the Private Duty Nursing Hourly Rate established by the Legislature, in addition to the Base Daily Rate.
 - 2. Effective July 1, 2017, the Private Duty Nursing Hourly Rate of forty-four dollars and ninety-four cents (\$44.94) is increased by two percent (2%) to forty-five dollars and eighty-four cents (\$45.84).
 - 3. Effective July 2, 2018, the Private Duty Nursing Hourly Rate of forty-five dollars and eighty-four cents (\$45.84) is increased by two percent (2%) to forty-six dollars and seventy-six cents (\$46.76).
- B. Specialty Private Duty Nursing Daily Rate
 - 1. Adult family home providers who have a contract with the State to provide daily skilled nursing services for up to six (6) clients residing in their facility, when authorized by the Department to be paid the all-inclusive daily rate for such services, shall receive the Specialty Private Duty Nursing Daily Rate.
 - 2. Effective July 1, 2017, the July 1, 2016 – June 30, 2017 Specialty Private Duty Nursing Daily Rate of five hundred ninety-one dollars and eighty-two cents (\$591.82) shall be increased by six percent (6%) to six hundred twenty-seven dollars and thirty-three cents (\$627.33).
 - 3. Effective July 1, 2017 the Specialty Private Duty Nursing Daily Rate of six hundred twenty-seven dollars and thirty-three cents (\$627.33) is increased by sixty-three dollars and seventy-seven cents (\$63.77) to six hundred ninety-one dollars and ten cents (\$691.10).

7.6 Respite Services (Excluding PACE [Organizations](#))

- A. Adult family home providers who have a contract with the State to provide Respite Services as defined in [WAC 388-845](#) and [WAC 388-825](#) shall receive a Respite Hourly Rate.

- B. Effective July 1, 2017, the Respite Hourly Rate paid to adult family home providers providing up to nine (9) hours of respite services in a twenty-four (24) hour period shall remain fourteen dollars and seventy-six cents (\$14.76) per hour for each hour of service provided.
- C. Effective July 1, 2017, adult family home providers who provide nine (9) or more hours of respite services in a twenty-four (24) hour period, including overnight stays, shall receive a maximum amount of one hundred thirty-two dollars and eighty-four cents (\$132.84) per day which is the equivalent of nine hours at the Respite Hourly Rate.
- D. For clients who have a CARE Classification Base Daily Rate that is higher than the maximum amount of one hundred thirty-two dollars and eighty-four cents (\$132.84), the provider shall receive an additional two (2) hours at the Respite Hourly Rate for a total of eleven (11) hours, which is equivalent to one hundred sixty-two dollars and thirty-six cents (\$162.36) per day.

7.7 **Community Integration Payment (~~Excluding PACE~~)**

- A. Adult family home providers who have a contract with the State to provide support to clients with an assessed need for support to access and participate in the community will receive an adjusted daily rate to provide four (4) hours per month. The adjusted daily rate will be the total of the Service Area Community Integration daily rate added to the Base Daily Rate.

The Community Integration Service Area daily rates are set as follows: King County: one dollar and eighty-two cents (\$1.82); Metropolitan Service Area: one dollar and seventy-seven cents (\$1.77); and the Non-Metropolitan Service Area: one dollar and seventy-one cents (\$1.71).

Effective July 1, 2017 the adjusted daily rates for adult family home providers who support clients to access and participate in the community shall be as shown in Appendix C.

Effective July 1, 2018 the adjusted daily rates for adult family home providers who support clients to access and participate in the community shall be as shown in Appendix D.

- B. Adult family home providers who transport clients to access and participate in the community as authorized in the client's care or service plan, will be reimbursed per-mile driven for up to one-hundred (100) miles per month per client based on the standard mileage rate recognized by the Internal Revenue Service federal mileage.

- C. [Adult family home providers who offer and provide support to clients with an assessed need for support to access and participate in the community through a contract with a PACE organization will receive a rate inclusive of the Community Integration rates described above.](#)

This provision is subject to approval and matching funds by the Centers for Medicare and Medicaid Services. If the state is unsuccessful in receiving approval from the Center for Medicare and Medicaid Service (CMS) the parties shall meet to bargain over the adjusted daily rate and mileage.

7.8 Mileage Reimbursement

Adult family home providers shall be compensated for transporting their residents to medical providers as authorized in the client's care or service plans for individual residents. Such compensation shall be paid on a per-mile-driven basis at the standard mileage rate as recognized by the Internal Revenue Service, up to a maximum of fifty (50) miles per month per resident.

7.9 Bed Hold Rates

The State shall pay an adult family home who holds a bed for a client, in accordance with WAC 388-105-0045, seventy (70.0%) of the Base Daily Rate for the first through the seventh day and fifteen dollars (\$15.00) a day for the eighth day through the twentieth day.

7.10 Social Leave

If a client is absent from the adult family home for recreational or socialization purposes (Social Leave), the State shall pay the provider the authorized rate for the client for up to eighteen (18) days Social Leave days per calendar year. Social Leave does not include absences for medical, therapeutic, or recuperative purposes.

**MEMORANDUM OF UNDERSTANDING
STATE OF WASHINGTON
AND
THE ADULT FAMILY HOME COUNCIL (AFHC)**

MEANINGFUL HOME-BASED ACTIVITIES PILOT PROJECT

In accordance with parties 2015-2017 Collective Bargaining Agreement, Memorandum of Understanding (MOU) M-1, the State of Washington Department of Social and Health Services (DSHS) agreed to develop a Meaningful Home Based Activities Pilot (pilot) Project designed to serve clients who experience behaviors of significant frequency and intensity (measured by a behavior point score of twelve [12] or more) and/or have a diagnosis of Alzheimer's disease or a related dementia coupled with a level of cognitive impairment and behaviors where a targeted approach to service planning and inclusion of meaningful day activities will improve quality of life and continuity of care.

The pilot project is intended to create proactive and individualized strategies to engage participating and eligible residents in meaningful day activities designed to refocus behavior, improve health and reduce stress and anxiety.

Providers who participate will receive a daily add-on rate when they engage in developing and implementing a person-centered Meaningful Activities Plan (MAP) for each resident which includes individualized goals for daily activities and redirection of behaviors.

Per the MOU, the parties met, bargained and agreed to the following:

A. Meaningful Home-Based Activities Pilot Project Add-On Rate

1. Adult family home providers who have a contract with the State to provide meaningful home-based activities for an eligible client shall receive the Meaningful Home-Based Activities (MHBA) Pilot Project add-on rate in addition to the Base Daily Rate.
2. The MHBA Pilot Project add-on rates shall be fourteen dollars and twenty-five cents (\$14.25) for King County, thirteen dollars and seventy cents (\$13.70) for Metropolitan Counties and thirteen dollars and twenty cents (\$13.20) for Non-Metropolitan Counties for February, 2016-June 30, 2017.
3. Effective July 1, 2017, the MHBA Pilot Project add-on rates in Section A. 2, above, shall be increased by six percent (6%) to fifteen dollars and eleven cents (\$15.11) for King County, fourteen dollars and fifty-two cents (\$14.52) for Metropolitan Counties and thirteen dollars and ninety-nine cents (\$13.99) for Non-Metropolitan Counties.

B. Data Collection

DSHS agrees the following data will be provided to the AFHC:

1. A quarterly report with the names of participating homes and number of residents participating in the pilot during the reporting period;
2. Updates on outcome measures, when available; and
3. Examples of activities, interventions and resources shall be shared during group meetings, webinars, and in training materials.

C. MAP and DSHS Regulatory Practice.

1. The following outlines the application of current business and regulatory practice in regard to the pilot and MAP:
 - a. The pilot is outside the scope of AFH WACs and will be administered entirely by Developmental Disabilities Administration (DDA) and Home and Community Services (HCS), Division of the Aging and Long Term Support Administration (AL TSA);
 - b. The pilot will be authorized in CARE as a service and will be reflected in the service plan;
 - c. The negotiated care plan need mention only that the client is participating in the pilot;

- d. Information about the pilot will be provided to staff in DDA and ALTSA through coordinated Management Bulletins and will indicate the pilot is outside the scope of the Residential Care Services (RCS) regulatory process;
- e. All applicable laws and citations will continue to apply to AFHs participating in the pilot including, but not limited to, client rights or quality of life concerns, independent of the pilot; and
- f. If RCS becomes aware that an AFH provider is struggling with MAP or related pilot activities, RCS will refer the AFH to DDA and/or HCS program staff for technical assistance.

D. AFHC MHBA Participation

The AFHC will be notified and invited to participate in:

- 1. Provider group meetings regarding MHBA;
- 2. Webinars; and
- 3. MHBA formal training, as outlined in the provider contract.

The pilot project will be professionally evaluated. Based on the evaluation, DSHS will determine whether to continue the pilot, expand the pilot or end the pilot. The State will notify the AFHC and will satisfy its collective bargaining obligation prior to continuing, expanding to ending the pilot.

~~None of the provisions of this MOU are applicable to adult family home providers serving Medicaid enrollees through a contract with the Managed Care Organization, Program of All-Inclusive Care for the Elderly (PACE). A PACE organization may contract with an adult family home to provide meaningful day activities. The Department will provide PACE organizations with its Meaningful Day contract terms and rate structure. If the PACE organization utilizes the Meaningful Day contract terms, the PACE organization shall pay the adult family home at least the Meaningful Day rate above for those services.~~

This agreement is effective April 1, 2019, is non-precedence setting, and will expire June 30, 2019.

For the AFHC:

For the Employer:

/s/	8/17/18	/s/	8/17/18
_____ John Ficker, Executive Director AFHC	Date	_____ Susanna Fenner, Labor Negotiator OFM/SHR/LRS	Date

THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this 1st day of July, 2017.

For the Adult Family Home Council:

/s/
John Ficker
Executive Director

For the State of Washington:

/s/
Jay Inslee
Governor

/s/
Diane Lutz, Section Chief
OFM/SHR, Labor Relations Section

/s/
Susanna Fenner, Chief Negotiator
OFM/SHR, Labor Relations Section