
COLLECTIVE BARGAINING AGREEMENT



THE STATE OF WASHINGTON

AND

**WASHINGTON STATE RESIDENTIAL CARE
COUNCIL OF ADULT FAMILY HOMES**

EFFECTIVE

JULY 1, 2015 THROUGH JUNE 30, 2017



2015-2017

**WASHINGTON STATE RESIDENTIAL CARE COUNCIL
OF
ADULT FAMILY HOMES
2015-2017**

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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 “Employer” and the Washington State Residential Care Council of Adult Family Homes hereinafter referred to as the “WSRCC” and in accordance with the provisions of [RCW 41.56](#).

ARTICLE 1 RECOGNITION

1.1 Recognition

The Washington State Residential Care Council of Adult Family Homes (WSRCC) 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 Employer 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.

ARTICLE 2 NON-DISCRIMINATION

2.1 The WSRCC and the Employer are mutually committed to a policy of non-discrimination. The Employer 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, sex, sexual orientation, age, political belief, faith, veterans status, citizenship status, WSRCC 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 WSRCC RIGHTS

3.1 WSRCC 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 WSRCC 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 WSRCC's presence at those interactions.

3.2 WSRCC Representatives

The WSRCC 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 WSRCC membership and WSRCC representation for providers. All questions addressed to the State concerning membership in or representation by the WSRCC will be referred to the WSRCC.

3.4 Lists

Provided it can be done by the ProviderOne vendor within the appropriated budget for the project, the State will provide the WSRCC 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. A table cross walking provider numbers with license number.

3.5 Notices

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

3.6 Exception to the Rule

A. Report

The State will provide the WSRCC 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, prior to the submission of the ETR request, to send a written notice to the member.
2. The notice will state:
The department believes that an Exception to Rule (ETR) for an additional rate above what CARE generates may be warranted based upon the client's care needs, and therefore an ETR will be requested. Pursuant to WAC 388-440-0001, 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 WSRCC you may want to contact the WSRCC concerning this notice at www.wsrcc.org, 360-754-3329 or 1-888-439-8999 (toll free).

3. The WSRCC will provide the written notice to the State, at its expense.

ARTICLE 4

EMPLOYER RIGHTS

4.1 It is understood and agreed by the parties that the Employer has core management rights. Except to the extent modified by this Agreement, the Employer 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 Employer and the Employer 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 Employer

Examples of the rights reserved solely to the Employer, 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 Employer;
- B. To establish the Employer'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 Employer's missions, programs, objectives, activities and priorities;
- D. To manage, direct and control all of the Employer'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 Employer's duties or exercise of the Employer'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 Employer 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 Employer deems necessary to carry out services in an emergency. The Employer 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 Employer'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 Employer.
- 4.3** The above enumerations of Employer rights are not inclusive and do not exclude other Employer 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 Employer shall not be construed to mean that any right of the Employer is waived.
- 4.4** No action taken by the Employer 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 chapter [70.128 RCW](#), including standards of eligibility of consumers and adult family home providers participating in the programs under chapter [70.128 RCW](#) 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 Employer and the WSRCC 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 WSRCC and the Employer 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 WSRCC. The WSRCC 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 WSRCC to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the Employer to comply with the timelines will entitle the WSRCC 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 WSRCC 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 Employer 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 WSRCC representative should confer with the Employer's designated representative prior to filing a written grievance.

Step 2. Written Grievance

If the grievance is not resolved at Step 1, the WSRCC 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 Employer within thirty (30) days of the occurrence of the alleged violation or within thirty (30) days of when the provider or the WSRCC could reasonably have been aware of the incident or occurrence giving rise to the grievance. The written grievance will be submitted by the WSRCC by email to labor.relations@ofm.wa.gov.

The Employer or the Employer's designee shall meet with the grievant and his/her WSRCC 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 Employer 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 WSRCC 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 WSRCC of the written response from the Employer 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 WSRCC 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 WSRCC 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 WSRCC to final and binding arbitration. The arbitrator

shall be mutually agreed upon by the parties or, upon failure to agree upon an arbitrator, the WSRCC 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

WSRCC-MANAGEMENT COMMUNICATIONS COMMITTEE

6.1 Purpose

For the purpose of maintaining communications between the parties and to cooperatively discuss matters of mutual concern, the Employer and the WSRCC 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 WSRCC 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 WSRCC a follow-up list of actions items that may require additional action prior to the next scheduled meetings. The WSRCC-Management Communications Committee (WSRCC-MCC) shall consist of up to five (5) representatives of the Employer and up to five (5) representatives of the WSRCC. 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 WSRCC-MCC meetings do not satisfy the State's duty to bargain in accordance with [Articles 4](#) and [9](#) of this Agreement and chapter [41.56 RCW](#).

ARTICLE 7 PAYMENT

7.1 Base Daily Rates

- A. Effective July 1, 2015, the July 1, 2013 – June 30, 2015, DSHS seventeen (17)-level tiered reimbursement payment rates (base daily rates) for adult family home providers shall be increased by five percent (5.0%) as shown in Appendix A.
- B. Effective July 1, 2016, the July 1, 2015 – June 30, 2016 DSHS Base Daily Rates for adult family home providers shall be increased by five percent (5.0 %) as shown in Appendix B.

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, 2015, the July 1, 2013 – June 30, 2015, ECS daily rate of one hundred six dollars and seventy-seven cents (\$106.77) for adult family home providers shall be increased by five percent (5.0 %) to one hundred twelve dollars and eleven cents (\$112.11).
- C. Effective July 1, 2016, the July 1, 2015 – June 30 2016, ECS daily rate of one hundred twelve dollars and eleven cents (\$112.11) shall be increased by five percent (5.0 %) to one hundred seventeen dollars and seventy-two cents (\$117.72).

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. The August 1, 2014 – June 30, 2015 SBS add-on rate of one hundred four dollars and thirty-three cents (\$104.33) shall remain in effect through June 30, 2017.

7.4 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 percent (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.

7.5 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 WSRCC 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 WSRCC 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 WSRCC for these classes. The WSRCC presentation topics will be limited to the following: WSRCC organization, adult family home providers' representation status and benefits and adult family home provider advanced and additional training opportunities. The WSRCC may issue a certificate to those who complete the forty-five (45) minute orientation.

- B. The WSRCC 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 WSRCC with other orientation and training materials. This document will be neutral in content and approved by the State and the WSRCC 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 WSRCC of the initiation of rule changes affecting a matter that is an appropriate subject of bargaining as listed above.

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 Employer 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 Employer shall provide the WSRCC 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, 2015 and shall remain in full force and effect until June 30, 2017. In accordance with [RCW 41.56.440](#) the parties shall begin negotiations no later than May 1, 2014. 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, 2015, 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 WSRCC. The State shall remit all deducted dues to the WSRCC. The State shall not collect or reconcile any retroactive dues.
- B. The State will furnish a WSRCC dues deduction authorization form to Adult Family Home 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 WSRCC will provide the State with an electronic version of the WSRCC dues deduction authorization form. In addition, the WSRCC at its own expense will be responsible for providing the State with sufficient hard copies for distribution.

13.2 Indemnify and Hold Harmless

The WSRCC 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 WSRCC, the WSRCC shall expeditiously rectify the error.

APPENDIX A
JULY 1, 2015 ADSA ADULT FAMILY HOME DAILY RATES
FOR CLIENTS ASSESSED WITH CARE

Service Area	King County	**Metropolitan Counties	***Non-Metropolitan Counties
Classification			
A Low (1)	\$49.97	\$49.97	\$49.97
A Med (2)	\$56.53	\$54.34	\$53.26
A High (3)	\$63.11	\$59.81	\$58.73
B Low (4)	\$50.21	\$50.21	\$50.21
B Med (5)	\$63.41	\$60.10	\$59.01
B Med H (6)	\$67.85	\$64.37	\$63.13
B High (7)	\$77.40	\$75.24	\$71.23
C Low (8)	\$56.53	\$54.74	\$53.26
C Med (9)	\$71.84	\$70.12	\$67.48
C Med H (10)	\$93.72	\$87.17	\$83.90
C High (11)	\$95.01	\$92.41	\$87.47
D Low (12)	\$73.21	\$71.62	\$67.80
D Med (13)	\$89.32	\$86.95	\$82.29
D Med H (14)	\$107.23	\$103.99	\$98.41
D High (15)	\$121.91	\$117.98	\$111.62
E Med (16)	\$147.04	\$141.91	\$134.23
E High (17)	\$172.19	\$165.84	\$156.86

**

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, 2016 ADSA 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)	\$52.47	\$52.47	\$52.47
A Med (2)	\$59.36	\$57.06	\$55.92
A High (3)	\$66.27	\$62.80	\$61.67
B Low (4)	\$52.72	\$52.72	\$52.72
B Med (5)	\$66.58	\$63.11	\$61.96
B Med H (6)	\$71.24	\$67.59	\$66.29
B High (7)	\$81.27	\$79.00	\$74.79
C Low (8)	\$59.36	\$57.48	\$55.92
C Med (9)	\$75.43	\$73.63	\$70.85
C Med H (10)	\$98.41	\$91.53	\$88.10
C High (11)	\$99.76	\$97.03	\$91.84
D Low (12)	\$76.87	\$75.20	\$71.19
D Med (13)	\$93.79	\$91.30	\$86.40
D Med H (14)	\$112.59	\$109.19	\$103.33
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.

**MEMORANDUM OF UNDERSTANDING
STATE OF WASHINGTON
AND
THE WASHINGTON STATE RESIDENTIAL CARE COUNCIL (WSRCC)

ADULT FAMILY HOMES**

The State of Washington and the Washington State Residential Care Council of Adult Family Homes (WSRCC), the parties agree:

The Department of Social and Health Services (DSHS) will develop a Meaningful Home-Based Activities Pilot Project, designed to serve clients who experience behaviors of significant frequency and intensity (measured by a behavior point scores 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 Meaningful Home-Based Activities 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 in the Pilot Project, will receive a daily add-on rate when they engage in developing and implementing a strong care plan for each resident which included individualized goals for daily activities and redirection of behaviors. Structured group training coupled with technical assistance will be utilized to increase the providers' care planning skills and development of structured individualized activities in a home environment. The State will finalize the details of provider expectations with input from the WSRCC. The State will bargain the training requirements and the add-on rate for the participants prior to the pilot's start date of January 1, 2016.

The results of the pilot will be professionally evaluated to measure the effectiveness of the program and to determine what successful practices can be replicated with similar results.

Signed this 15th day of August, 2014.

For the WSRCC:

For the Employer:

/s/
John Ficker, Lead Negotiator
WSRCC

/s/
Tina Peterson, Senior Labor Negotiator
OFM/SHR/LRS

MEMORANDUM OF UNDERSTANDING
STATE OF WASHINGTON
AND
THE WASHINGTON STATE RESIDENTIAL CARE COUNCIL (WSRCC)

ADULT FAMILY HOMES

The parties agree that once there is a final decision on the Public Employment Relations Commission question concerning representation of the adult family home provider bargaining unit (all appeals are exhausted), if adult family homes receiving payments from managed care organizations are formally recognized as being in the bargaining unit, the parties agree to reopen the Agreement solely to address issues specifically related to this group. Any agreement reached will be applied prospectively.

Signed this 18th day of July, 2014.

For the WSRCC:

For the State:

/s/

John Ficker, Lead Negotiator
WSRCC

/s/

Tina Peterson, Senior Labor Negotiator
OFM/SHR/LRS

**MEMORANDUM OF UNDERSTANDING
STATE OF WASHINGTON
AND
THE WASHINGTON STATE RESIDENTIAL CARE COUNCIL (WSRCC)
ADULT FAMILY HOMES**

The parties agree to negotiate the amount to be reimbursed to the State for the additional costs of making a voluntary WSRCC 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 WSRCC 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 WSRCC Voluntary Contribution

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

13.3 Indemnify and Hold Harmless

The WSRCC 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 WSRCC, the WSRCC shall expeditiously rectify the error.

Signed this 8th day of August, 2014.

For the WSRCC:

For the Employer:

/s/

John Ficker, Lead Negotiator
WSRCC

/s/

Tina Peterson, Senior Labor Negotiator
OFM/SHR/LRS

**MEMORANDUM OF UNDERSTANDING
STATE OF WASHINGTON
AND
THE WASHINGTON STATE RESIDENTIAL CARE COUNCIL (WSRCC)
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/FEES 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 WSRCC. The State shall remit all deducted dues/representational fees to the WSRCC. 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 WSRCC and pay member dues; or
- B. Be non-members and pay representational fees; or
- C. Claim non-association and make alternative payments.

13.3 WSRCC Member Dues

Adult family home providers who choose to become members of WSRCC shall pay a monthly amount of dues as determined by the WSRCC 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 WSRCC shall pay a non-member representational fee equal to the amount required to be a member of the WSRCC 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 WSRCC 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 WSRCC to a non-religious charity or to another charitable organization mutually agreed upon by the adult family home provider and the WSRCC for each adult family home covered by this Agreement.

13.6 Indemnify and Hold Harmless

The WSRCC 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 WSRCC, the WSRCC shall expeditiously rectify the error.

Signed this 15th day of August, 2014.

For the WSRCC:

For the Employer:

/s/
John Ficker, Lead Negotiator
WSRCC

/s/
Tina Peterson, Senior Labor Negotiator
OFM/SHR/LRS

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

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).

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/
John Ficker, Executive Director
AFHC

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

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

The State of Washington and the Adult Family Home Council have agreed to clarify the language in Article 3.6, **Exception to the Rule**, of the 2015-2017 Collective Bargaining Agreement to read as follows:

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 Adult Family Home Council will provide the State with copies of the written notice, at its expense. In addition, Adult Family Home Council will provide the State with a pdf version of the notice, suitable for emailing.
3. The notice will state:
The department believes that an Exception to Rule (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 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 Adult Family Home Council you may want to contact the Adult Family Home Council concerning this notice at www.adultfamilyhomeCouncil.org, 360-754-3329 or 1-888-439-8999 (toll free).

For the AFHC

For the Employer

_____/s/_____
John Ficker,
Lead Negotiator

3/14/16
Date

_____/s/_____
Tina Peterson,
Senior Labor Negotiator

3/14/16
Date

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

PACE

In accordance with the Memorandum of Understanding dated July 18, 2014, regarding the Managed Care Organization, Program of All-Inclusive Care for the Elderly (PACE), the parties met and agreed to the following modifications to and applications of the 2015-2017 Collective Bargaining Agreement (CBA) by and between the Governor and the State of Washington (State) and the Adult Family Home Council (AFHC).

ARTICLE 3
WSRCC RIGHTS

Article 3.4 PACE Lists

Effective July 1, 2016, the State shall provide the AFHC with list(s) of all AFH providers serving Medicaid enrollees through a contract with PACE. This list shall be provided to the AFHC on a monthly basis and shall include all of the data elements identified in Article 3.4 A through J.

As noted above and the exclusion of Section 3.6 because PACE is not authorized to provide an ETR pursuant to WAC 388-440-001, all other provisions of **Article 3, WSRCC Rights** are applicable to AFR providers serving Medicaid enrollees through a contract with PACE.

ARTICLE 7
PAYMENTS

Article 7.1 Base Daily Rates

C. PACE Base Daily Rate

Effective July 1, 2015 through June 30, 2017, PACE shall pay the AFR providers serving Medicaid enrollees through a contract:

1. A base daily rate not less than Article 7.1 A. and B. as determined by the DSHS CARE assessment, or
2. A base daily rate that is higher than the rates in Article 7.1 A. and B. based on PACE's own assessment of the enrollee in accordance with the federal regulations and state contractual obligations.

With the addition of Subsection C. to Section 7.1 above and the exclusion of Sections 7.2 and 7.3 because PACE is not eligible to authorize services contracted through either the Expanded Community Services or Specialized Behavior Support Programs, all of the other provisions of Article 7, Payment are applicable to the AFH providers serving Medicaid enrollees through a contract with PACE.

ARTICLE 13 DUES DEDUCTION

AFH providers serving Medicaid enrollees through a contract with PACE may pay dues to the AFHC through a mechanism established by the AFHC. The AFHC and each adult family home provider 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 issues.

None of the provisions of Article 13, Dues Deduction are applicable to AFH providers serving Medicaid enrollees through a contract with PACE.

MEANINGFUL HOME-BASED ACTIVITIES PILOT MOU

None of the provisions of the **Meaningful Home-Based Activities Pilot MOU** are applicable to AFH providers serving Medicaid enrollees through a contract with PACE.

AFHC VOLUNTARY CONTRIBUTION MOU

AFH providers serving Medicaid enrollees through a contract with PACE may directly make a voluntary contribution to the AFHC through a mechanism established by the AFHC.

None of the provisions of the **AFHC Voluntary Contribution MOU** are applicable to AFH providers serving Medicaid enrollees through a contract with PACE.

ARTICLE 13, DUES/FEEES DEDUCTION AND REPRESENTATIONAL SECURITY MOU

Should RCW 41.56.1 13(1)(b)(i) be deemed by order of a court of competent jurisdiction enforceable in relation to bargaining unit members, the state will meet with the AFHC and reopen the Agreement solely to address issues specifically related to representational security for AFH providers serving Medicaid enrollees through a contract with PACE. Any agreement reached will be applied prospectively.

The AFH providers serving Medicaid enrollees through a contract with PACE are covered by all provisions of the CBA except for modifications outlined 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 give notice to AFHC and negotiate the impacts from such a contract.

For the AFHC

For the Employer

_____/s/_____
 John Ficker,
 Lead Negotiator

 5/23/16
 Date

_____/s/_____
 Susanna Fenner,
 Labor Negotiator

 5/23/16
 Date

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

The State of Washington (State) and the Adult Family Home Council (AFHC) have agreed to modify **Article 7 Payment**, of the 2015-2017 Collective Bargaining Agreement (CBA) to read as follows:

Article 7.6 Private Duty Nursing Services

A. Private Duty Nursing Hourly Rate

1. Adult family home providers who have a contract with the State to provide four (4) to eight (8) hours of skilled nursing services to any client residing in their facility shall receive the Private Duty Nursing Hourly Rate of thirty-four dollars and ninety-four cents (\$34.94) in accordance with the rate established by the Legislature, in addition to the base daily rate under Article 7.1.
2. Effective July 1, 2016 the Private Duty Nursing Hourly Rate of thirty-four dollars and ninety-four cents (\$34.94) shall be increased by ten dollars (\$10.00) to forty-four dollars and ninety-four cents (\$44.94) in accordance with the rate established by the Legislature.

B. Specialty Private Duty Nursing Daily Rate

1. Adult family home providers who have a contract with the State to provide 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 as follows:
 - a. Effective July 1, 2015, the July 1, 2014 – June 30 2015 Specialty Private Duty Nursing Daily Rate was increased by five percent (5.0 %) to five-hundred sixty-three dollars and sixty-four cents (\$563.64).
 - b. Effective July 1, 2016, the July 1, 2015 – June 30 2016 Specialty Nursing Daily Rate shall be increased by five percent (5.0 %) to five-hundred ninety-one dollars and eighty-two cents (\$591.82).

Additionally, the AFHC understands that payments received by adult family home providers at the Private Duty Nursing Hourly Rate under Article 7.6 (A) above are not currently being reported on the monthly lists being provided to the AFHC under Article

3.4 of the CBA. Until such time as these providers can be incorporated into the monthly lists being provided under Article 3.4 of the CBA, the State agrees to send a separate report to the AFHC on a monthly basis, including Article 3.4 items A, B, C, F and I. The first such report will be sent by August 15,, 2016 for July 2016 payments.

For the AFHC

For the Employer

_____/s/_____
John Ficker,
Lead Negotiator

7/15/16
Date

_____/s/_____
Susanna Fenner,
Labor Negotiator

7/15/16
Date

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

The State of Washington (State) and the Adult Family Home Council (AFHC) have agreed to the following modifications of Article 7 Payment, of the 2015-2017 Collective Bargaining Agreement (CBA) to reflect rates being paid to adult family home providers providing Respite Services as defined in WAC 388-845 and WAC 388-825:

Article 7.7 Respite Services

- 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, 2016, adult family home providers providing up to nine (9) hours of respite services in a twenty-four (24) hour period shall receive the Respite Hourly Rate of fourteen dollars and seventy-six cents (\$14.76) per hour for each hour of service provided.
- C. Effective July 1, 2016, 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) which is the equivalent of nine (9) 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).

Additionally, the AFHC understands that payments received by adult family home providers for Respite Services under Article 7.7 above are not currently being reported on the monthly lists being provided to the AFHC under Article 3.4 of the CBA. Until such time as these providers can be incorporated into the monthly lists being provided under Article 3.4 of the CBA, the State agrees to send a separate report to the AFHC on a monthly basis, including Article 3.4 items A, B, C, F and I. The first such report will be sent by October 15, 2016 for September 2016 payments.

For the AFHC

For the Employer

_____/s/_____
 John Ficker,
 Lead Negotiator

_____/_____
 7/20/16
 Date

_____/s/_____
 Susanna Fenner,
 Labor Negotiator

_____/_____
 7/20/16
 Date

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

8/12/16
Date

_____/s/_____
Susanna Fenner,
Labor Negotiator

8/12/16
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, 2015.

For the Washington State Residential Care Council of Adult Family Homes:

_____/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/
Tina Peterson, Chief Negotiator
OFM/SHR, Labor Relations Section