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# **COLLECTIVE BARGAINING AGREEMENT**



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## **THE STATE OF WASHINGTON**

**AND**

## **ADULT FAMILY HOME COUNCIL**

**EFFECTIVE**

**JULY 1, 2021 THROUGH JUNE 30, 2023**



**2021-2023**

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**ADULT FAMILY HOME COUNCIL  
2021-2023**

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**SIGNATURE PAGE**



## **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 Section 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 for a new program or makes changes to an existing contract with an existing MCO, the State will notify the AFHC and fulfill its bargaining obligations 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 a PACE organization, all of the provisions of this Agreement shall apply, except as expressly provided herein. If the State enters into a contract with a new PACE organization and the terms of the contract with that organization are different from the terms of a contract already in place with a PACE organization, the State will fulfill its bargaining obligations in accordance with [Article 9](#), Duty to Bargain. If the State contracts with a new PACE Organization, the AFHC will be notified.

## **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, status as an actual or perceived victim of



domestic violence, sexual assault or stalking, or 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;
- J. The license number for each provider;
- K. Count of clients, unduplicated, for each provider; and
- L. Number of total bed days paid.

**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 Organizations)**

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 clients 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 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 <https://adultfamilyhomecouncil.org/>, 360-754-3329 or 1-888-439-8999 (toll free).

### **3.8 Client Assessments**

- A. The parties agree that adult family home providers should be part of the resident's assessment process. Adult family home providers or designees will be notified of an assessment meeting and will be given an opportunity to provide information for the Department to consider in the completion of the assessment; completion of an assessment will not be delayed as a result.
- B. When a written request from a provider demonstrates that there has been a change in a client's condition that warrants a significant change assessment, the Department shall complete the assessment within thirty (30) calendar days of receipt of a fully completed Form 15-558 (AFH Resident Significant Change Assessment Request) and updated Negotiated Care Plan. If the significant change assessment is completed after the thirty (30) calendar day period and the assessment results in an increase in the daily rate, the adult family home provider may request a review from the Department. If a review is requested and it is determined that the assessment was not completed within thirty (30) calendar days of receipt of the fully completed required Form 15-558 and updated Negotiated Care Plan, and the failure to complete the assessment is due to Department error, the Department will authorize payment beginning on the thirty-first (31st) day.
- C. The parties agree that issues or complaints related to an assessment should be resolved at the social worker/case manager level whenever possible; therefore, adult family home providers should discuss any concerns first with the consumer's social worker/case manager. If the issue cannot be resolved at that level and the adult family home provider wishes to raise the

issue above the social worker/case manager level, the social worker's/case manager's supervisor is the next point of contact. If the issue is not resolved at the supervisor level, the following levels of staff can be accessed; however, resolution should be sought at each level prior to escalating to the next level: Field Services Administrator, Deputy Regional Administrator, Regional Administrator.

## **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](mailto:labor.relations@ofm.wa.gov).

The State or the State's designee shall meet with the grievant and their 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 mutually agree to mediation in order to resolve the issue. The party initiating a mediation request must notify the other party in writing within fourteen (14) days of the AFHC receiving the State's written Step 2 response. The party receiving the request for mediation must notify the other party of whether they agree to mediation or not within fourteen (14) days of receipt of notification. If the party receiving the request for mediation does not agree to mediation or does not respond within the notification period, the AFHC may proceed to Step 4, Arbitration, within fourteen (14) days of receiving notification of the decision not to mediate or within fourteen (14) days of the end of the notification period if the other party does not respond.

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 or virtual platform 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 conclusion of mediation, proceed to Step 4, Arbitration. Conclusion of the mediation will be confirmed in writing.

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 (AAA). 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 AAA 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 should 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 action items that may require additional action prior to the next scheduled meetings.

#### **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**

**7.1 Base Daily Rates**

A. Effective July 1, 2021, the DSHS Base Daily Rates for adult family home providers will be increased as follows:

<b>Classification</b>	<b>KING</b>	<b>MSA</b>	<b>NMSA</b>
A Low (1)	\$86.22	\$83.79	\$81.36
A Med (2)	\$89.45	\$86.87	\$84.28
A High (3)	\$96.97	\$94.03	\$91.09
B Low (4)	\$87.89	\$85.38	\$82.87
B Med (5)	\$95.30	\$92.44	\$89.57
B Med H (6)	\$103.15	\$99.92	\$96.68
B High (7)	\$106.05	\$102.68	\$99.30
C Low (8)	\$96.75	\$93.82	\$90.88
C Med (9)	\$111.01	\$107.40	\$103.78
C Med H (10)	\$113.46	\$109.73	\$106.00
C High (11)	\$116.03	\$112.17	\$108.32
D Low (12)	\$103.04	\$99.81	\$96.58
D Med (13)	\$113.24	\$109.52	\$105.80
D Med H (14)	\$128.92	\$124.46	\$119.99
D High (15)	\$136.17	\$131.36	\$126.55
E Med (16)	\$160.63	\$155.03	\$146.63
E High (17)	\$188.10	\$181.16	\$171.35

B. Effective July 1, 2022, the DSHS Base Daily Rates for the E Med (16) and E High (17) will be as follows.

<b>Classification</b>	<b>KING</b>	<b>MSA</b>	<b>NMSA</b>
E Med (16)	\$165.45	\$159.68	\$151.03
E High (17)	\$193.75	\$186.60	\$176.49

C. PACE Base Daily Rates

1. Effective July 1, 2021 – June 30, 2023, PACE Organizations shall pay all adult family home providers serving Medicaid enrollees through a contract at a base daily rate not less than Appendix A, as determined by the DSHS CARE assessment. PACE may pay a base daily rate that is higher than Appendix A, based on PACE’s own assessment of the enrollee in accordance with the federal regulation 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, 2021, the ECS daily rate shall be: one-hundred forty dollars (\$140.00).
- C. 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, 2021, the SBS add-on rate of one-hundred fifty three dollars (\$153.00) shall be maintained.
- C. 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, 2021, the daily rate for adult family homes providing specialized HIV/AIDS care shall remain 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, 2021, the Private Duty Nursing Hourly Rate shall remain fifty-one dollars and forty-four cents (\$51.44) for RNs and forty-two dollars and twenty-eight cents (\$42.28) for LPNs.
  3. If the Legislature increases the Private Duty Nursing Hourly Rates and appropriates funds to the Department for those increased rates, the increased rates will be considered to be the rates in subsection A 2 above.
- 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, 2021, the Specialty Private Duty Nursing Daily Rate shall remain seven-hundred sixty dollars and twenty-one cents (\$760.21).

**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, WAC 388-825 and WAC 388-106 shall receive a Respite Hourly Rate.
- B. Respite Hourly Rate for Up to Nine (9) hours  
Effective July 1, 2021, 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 eighteen dollars (\$18.00), which is fifteen dollars (\$15.00) plus twenty percent (20%) for fringe benefits.
- C. Respite Hourly Rate for Nine (9) or More Hours
1. Effective July 1, 2021, 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 sixty-two dollars (\$162.00).
  2. Effective July 1, 2021, for clients who have a CARE Classification Base Daily Rate that is higher than the maximum amount of one-hundred sixty-two dollars (\$162.00), the provider shall receive up to eleven (11) hours, which is equivalent to one-hundred ninety-eight dollars (\$198.00). This subsection 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.

## **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.

Effective July 1, 2021, the Community Integration Service Area daily rates shall be: King County: two-dollars and forty-eight cents (\$2.48); Metropolitan Service Area: two-dollars and thirty-seven cents (\$2.37); and the Non-Metropolitan Service Area: two-dollars and twenty-five cents (\$2.25). The adjusted daily rates effective July 1, 2021, are for adult family home providers who support clients to access and participate in the community.

- 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.

## **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 percent (70%) 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) Social Leave days per calendar year. Social Leave does not include absences for medical, therapeutic, or recuperative purposes.

### **7.11 DDA Meaningful Day and HCS Meaningful Day Activities Add On Rate**

- A. The State will create two separate Meaningful Day contracts for clients served by the Developmental Disabilities Administration (DDA) and the Home and Community Services (HCS) division within the Aging and Long-Term Support Administration (ALTSA) respectively. The State's intention in creating separate contracts for each Administration is to allow Meaningful Day to be tailored more specifically to the needs of clients served by each Administration.
  
- B. Adult family home providers who have been trained and are under a contract with the State to provide meaningful day activities for an eligible client served by DDA shall receive the DDA Meaningful Day add-on rate in addition to the Base Daily Rate. DDA Meaningful day activities are person-centered daily activities with a goal of increasing activity participation, redirection of behaviors and improved quality of life.
  - 1. Effective July 1, 2021, the Meaningful Day add-on rate shall be thirty dollars (\$30.00) per day.
  
- C. Adult family home providers who have been trained and are under a contract with the State to provide HCS Meaningful Day activities for an eligible client served by ALTSA shall receive the HCS Meaningful Day add-on rate in addition to the Base Daily Rate. HCS Meaningful Day will consist of training and resources to assist adult family home providers in serving eligible clients and activities that are person-centered daily activities with a goal of increasing activity participation, redirection of behaviors and improved quality of life.
  - 1. Effective July 1, 2021, the HCS Meaningful Day add-on rate shall be thirty dollars (\$30.00) per day.
  
  - 2. A PACE organization may contract with an adult family home to provide HCS meaningful day activities. The Department will provide PACE organizations with its HCS Meaningful Day contract terms and rate structure. If the PACE organization utilizes the HCS Meaningful Day contract terms, the PACE organization shall pay the adult family home at least the HCS Meaningful Day rate above for those services.

### **7.12 Medical Escort Fee**

Effective July 1, 2021, adult family home providers who have been authorized for mileage reimbursement and provide transportation for an individual resident to medical appointments as authorized in the resident's care or service plan will receive up to twenty-four (24) hours per client medical escort fee reimbursement in a calendar year, at a rate of eighteen dollars (\$18.00) per hour, when they accompany a client to a medical appointment. Adult family home providers are eligible to receive the medical escort fee if all other means of escort and

transportation have been exhausted (including but not limited to Medicaid transport or informal supports). Adult family home providers requesting a medical escort fee as described above will submit a request for the medical escort fee to the case manager, including verification of the medical appointment and denial of Medicaid transport where applicable.

## **ARTICLE 8 TRAINING AND HEALTH CARE**

### **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. Access to this course will be either in person or, if available, via virtual classroom, phone, or video. AFHC must work directly with the trainer regarding any alternative access means. Agreements between AFHC and the trainer must occur prior to any sort of presentation arrangement that is not in person (via phone, video, or virtual classroom). 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.

### **8.2 Adult Family Home Mandatory Training**

- A. The parties recognize that one dollar and twenty-eight cents (\$1.28) per client per day will be added to the Base Daily Rates reflected in [Article 7](#), Payment, for the period of July 1, 2021, through June 30, 2023.

This payment is intended to cover the costs of time spent in training and the costs of tuition for core basic, continuing education, and training required to qualify a provider, as required under WAC 388-112A for providers in adult family homes.

- B. Effective July 1, 2021, all classifications will have twenty-three cents (\$0.23) per client per bed day contributed to the Adult Family Home

Training Network. The “AFH Client Bed Days Paid by Service Month Report” as defined in the vendor contract will be used to calculate the amount owed to the Adult Family Home Training Network for work completed for each specific calendar month. The report will be provided by the State after the end of each calendar month. The amount calculated by the report following a time period defined by the vendor contract is the final amount that will be paid by the State to the Adult Family Home Training Network for that specific calendar month.

- C. The State will refer bargaining unit member inquiries related to the implementation of the Adult Family Home Training Network to the Adult Family Home Council or the contractor for the Adult Family Home Training Network.

### **8.3 Health Care**

The parties recognize that three dollars and thirty-five cents (\$3.35) per client per day will be added to the Base Daily Rates reflected in [Article 7](#), Payment, for health care coverage costs for adult family home owners.

## **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, for a new program or makes changes to an existing contract with an existing MCO, the State agrees to notify the Executive Director of the AFHC and negotiate in accordance with the provisions of [RCW 41.56](#).

In the event the State enters into a contract with a new PACE organization and the terms of the contract with that organization are different from the terms of a contract already in place with a PACE organization, 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, 2021, and shall remain in full force and effect until June 30, 2023. In accordance with [RCW 41.56.440](#), the parties shall begin negotiations no later than May 1, 2022. 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, 2023, 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 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 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.

### **13.4 PACE Organizations**

Article 13.1 and 13.2 above does not apply to payments to adult family home providers serving Medicaid enrollees through a contract with a PACE organization. Adult family home providers serving Medicaid enrollees through a contract with a PACE organization may, however, pay voluntary contributions to the AFHC through a mechanism established by the AFHC. The State is not a party to this transaction.

**APPENDIX A**  
**JULY 1, 2021 AL TSA ADULT FAMILY HOME DAILY RATES, TRAINING AND**  
**HEALTHCARE BENEFITS FOR CLIENTS ASSESSED WITH CARE**

<b>Service Area</b>	<b>King County</b>	<b>**Metropolitan Counties</b>	<b>***Non-Metropolitan Counties</b>
<b>Classification</b>	<b>AFHC Daily Rate</b>	<b>AFHC Daily Rate</b>	<b>AFHC Daily Rate</b>
A Low (1)	\$90.84	\$88.41	\$85.98
A Med (2)	\$94.08	\$91.49	\$88.91
A High (3)	\$101.60	\$98.65	\$95.71
B Low (4)	\$92.52	\$90.01	\$87.49
B Med (5)	\$99.93	\$97.06	\$94.20
B Med H (6)	\$107.78	\$104.54	\$101.30
B High (7)	\$110.68	\$107.30	\$103.93
C Low (8)	\$101.37	\$98.44	\$95.51
C Med (9)	\$115.63	\$112.02	\$108.41
C Med H (10)	\$118.09	\$114.36	\$110.63
C High (11)	\$120.65	\$116.80	\$112.95
D Low (12)	\$107.67	\$104.43	\$101.20
D Med (13)	\$117.86	\$114.14	\$110.43
D Med H (14)	\$133.55	\$129.08	\$124.62
D High (15)	\$140.79	\$135.98	\$131.17
E Med (16)	\$165.12	\$159.52	\$151.12
E High (17)	\$192.59	\$185.65	\$175.84

Effective July 1, 2022, the AL TSA Adult Family Home Daily Rates, Training, and Healthcare Benefits for Clients Assessed with Care will be as follows:

<b>Service Area</b>	<b>King County</b>	<b>**Metropolitan Counties</b>	<b>***Non-Metropolitan Counties</b>
<b>Classification</b>	<b>AFHC Daily Rate</b>	<b>AFHC Daily Rate</b>	<b>AFHC Daily Rate</b>
E Med (16)	\$170.07	\$164.31	\$155.66
E High (17)	\$198.37	\$191.22	\$181.12

\*\*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.

**A. MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON,  
DEPARTMENT OF SOCIAL AND HEALTH SERVICES,  
AND  
THE ADULT FAMILY HOME COUNCIL**

**Adult Family Home Provider Overpayment Notice Workgroup MOU**

The Department of Social and Health Services (DSHS or the Department) and Adult Family Home Council (AFHC) have agreed to the following regarding notice of overpayments to adult family homes.

The Department will convene a workgroup that will include representatives from the Adult Family Home Council, the Washington Health Care Authority, and the Department (to include the Office of Financial Recovery) to discuss and recommend training needed for DSHS staff to avoid creating overpayments when authorizing services, training needed for bargaining unit members to avoid creating overpayments when submitting claims to be delivered by the Adult Family Home Training Network, improvements to the remittance advice created by ProviderOne and improvements to the notice letter sent to adult family homes to include at least the following items:

- The amount of the overpayment,
- The basis for the claim, and
- The rights of the Adult Family Home provider.

The workgroup will convene at least three meetings prior to December 31, 2021. Recommendations would be considered by the Department for potential implementation.

**This MOU is effective July 1, 2021, will expire on June 30, 2023.**

**Dated August 18, 2020.**

For the State

For the Council

/s/

/s/

\_\_\_\_\_  
Kelly M. Woodward, Labor  
Negotiator, State of Washington,  
Office of Financial Management

\_\_\_\_\_  
John Ficker, Executive Director,  
The Adult Family Home Council

**B. MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
AND  
THE ADULT FAMILY HOME COUNCIL**

Pursuant to Article 4.2 J of the Collective Bargaining Agreement by and between the State of Washington (Department of Social and Health Services, or DSHS) and the Adult Family Home Council, DSHS deems this action necessary to respond to the state of emergency declared by the Governor and to mitigate any further risk to Adult Family Home (AFH) Providers and the clients they serve.

This MOU covers services delivered between July 1, 2021 and December 31, 2021. The State will allocate temporary funds for AFH providers in response to COVID-19, **to be applied as follows:**

**Rates:**

A COVID-19 enhanced daily rate of \$13.96 per day will be authorized from July 1 to December 31, 2021.

1. The enhanced rate will be authorized as an add-on to the AFH daily rate to assist with increased costs, such as:
  - Increased costs of isolating and social distancing individuals due to COVID-19;
  - Purchase and proper use of PPE, including N-95 masks;
  - Increased costs to implement strategies to reduce risk of spread, such as wiping down frequently touched surfaces, which is more prevalent in settings such as AFHs serving multiple residents;
  - Pandemic related staffing costs to ensure essential services provided by AFHs.

The State has invoked Article 4.2 J due to the state of emergency declared by the Governor, and the foregoing temporarily modifies Article 7, Payments, of the 2019-2021 Collective Bargaining Agreement between the State of Washington (DSHS) and Adult Family Home Council, only as described above. The parties further agree that they will continue to follow the CBA during this emergency, with the exception of the foregoing increases to rates as described above. The parties also agree and understand that these increases are effective until December 31, 2021.

**Dated May 26, 2021.**

**This MOU will expire on December 31, 2021.**

For the State

For the Council

/s/

/s/

\_\_\_\_\_  
Kelly M. Woodward, Labor  
Negotiator

\_\_\_\_\_  
John Ficker, Executive Director,  
Adult Family Home Council

**C. MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
AND  
ADULT FAMILY HOME COUNCIL**

Pursuant to Article 4.2 J of the Collective Bargaining Agreement by and between the State of Washington (Department of Social and Health Services, or DSHS) and the Adult Family Home Council, DSHS deems this action necessary to respond to the state of emergency declared by the Governor and to mitigate any further risk to Adult Family Home (AFH) Providers and the clients they serve.

This MOU covers services delivered between the effective date of the MOU and September 30, 2021. The State will allocate temporary funds for AFH providers in response to COVID-19, **to be applied as follows:**

**One-time payments:**

From the effective date of the MOU to September 30, 2021

Offering a \$3,000 one-time payment at the time of a new resident admission directly from an acute care hospital to an Adult Family Home (AFH) when the time period between when the client is referred to DSHS and when DSHS makes a referral to the AFH is 59 days or less.

Offering a \$6,000 one-time payment at the time of a new resident admission directly from an acute care hospital to an AFH when the time period between when the client is referred to DSHS and when DSHS makes a referral to the AFH is 60 days or greater.

The State has invoked Article 4.2 J due to the state of emergency declared by the Governor, and the foregoing temporarily modifies Article 7, Payments, of the 2019-2021 Collective Bargaining Agreement between the State of Washington (DSHS) and Adult Family Home Council, only as described above. The parties further agree that they will continue to follow the CBA during this emergency, with the exception of the foregoing increases to rates as described above. The parties also agree and understand that these increases are effective until September 30, 2021.

**Dated August 23, 2021.**

This MOU will expire on September 30, 2021.

For the State

For the Council

/s/

/s/

\_\_\_\_\_  
Kelly M. Woodward, Labor  
Negotiator

\_\_\_\_\_  
John Ficker, Executive Director,  
Adult Family Home Council

The State has invoked Article 4.2 J due to the state of emergency declared by the Governor, and the foregoing temporarily modifies Article 7, Payments, of the 2019-2021 Collective Bargaining Agreement between the State of Washington (DSHS) and Adult Family Home Council, only as described above. The parties further agree that they will continue to follow the CBA during this emergency, with the exception of the foregoing increases to rates as described above. The parties also agree and understand that these increases are effective until December 31, 2021.

**Dated May 26, 2021.**

**This MOU will expire on December 31, 2021.**

For the State

For the Council

/s/

/s/

\_\_\_\_\_  
Kelly M. Woodward, Labor  
Negotiator

\_\_\_\_\_  
John Ficker, Executive Director,  
Adult Family Home Council



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

Executed this 1<sup>st</sup> day of July 2021.

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 and  
Compensation Policy Section

\_\_\_\_\_  
/s/  
Kelly Woodward, Lead Negotiator  
OFM/SHR, Labor Relations and  
Compensation Policy Section