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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.

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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

A. 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.1.~~ Month in which the service was provided;
- ~~B.2.~~ Names of all providers who received a payment in the previous calendar month;
- ~~C.3.~~ Provider number;
- ~~D.4.~~ Mailing address;
- ~~E.5.~~ Telephone number, if available;

- 1 ~~F~~6. Amount of total payment per provider;
- 2 ~~G~~7. Email address of provider, if available;
- 3 ~~H~~8. Fax numbers, if available;
- 4 ~~I~~9. All newly contracted providers;
- 5 ~~J~~10. The license number for each provider;
- 6 ~~K~~11. Count of clients, unduplicated, for each provider; and
- 7 ~~L~~12. Number of total bed days paid.

8 B. HCA will provide the AFHC a quarterly report of adult family homes
 9 participating in the Community Behavioral Health Support Services
 10 (CBHS) and the Intensive Behavioral Health Supportive Supervision
 11 (IBSS) program, containing the following information:

- 12 1. Names of each AFH receiving CBHS and IBSS;
- 13 2. The MCO's associated with each AFH;
- 14 3. Total Number of residents receiving CBHS and IBSS;
- 15 4. Total number of authorizations per tier.
- 16 5. Type of contract (fully executed or SCA).

18 **3.5 Client Classification Report**

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

23 **3.6 Notices**

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

26 **3.7 Exception to the Rule (Excluding PACE Organizations)**

27 A. Report

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

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

5 B. Notice

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

- 9 1. The State will make a good faith effort, during the initial discussion
10 of a potential ETR, to provide a written notice to the member.

11 2. The notice will state:

12 The Department of Social and Health Services (Department)
13 believes that an ETR for an additional rate above what CARE
14 generates may be warranted based upon the client’s care needs. The
15 Department may request an ETR pursuant to [WAC 388-440-0001](#).
16 If an ETR request is not submitted to the ETR Committee at
17 Headquarters and a client or provider believes an ETR should be
18 considered, the client or provider may submit a request directly to
19 the ETR Committee. If an ETR is requested, the Department makes
20 the final decision and takes into consideration whether:

- 21 a. The exception is in the interest of the overall economy and
22 the client’s welfare;
- 23 b. The client’s situation is different from most other people in
24 their classification group;
- 25 c. The request would not break any federal or state laws; and
26 either

1 d. The exception increases the client's opportunities to function
2 effectively; or

3 e. The client has a limitation that significantly interferes with
4 the usual way the Department decides eligibility and
5 payment.

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

7 As a member of AFHC, you may want to contact the AFHC concerning this
8 notice at <https://adultfamilyhomecouncil.org/>, 360-754-3329 or 1-888-439-
9 8999 (toll free).

10 C. Adult family homes will receive written communication that an ETR
11 request has been approved or denied. The adult family home will receive
12 information needed to develop the negotiated care plan including relevant
13 information that supports an approved ETR request.

14 D. The decision by the department to approve, partially approve or deny an
15 ETR, is not subject to the grievance procedure outline in [Article 5](#),
16 Grievance and Dispute Resolution.

17 E. The department will provide an informational session twice per year on the
18 ETR process for adult family home providers. Logistics will be coordinated
19 between the council and the department.

20 **3.8 Client Assessments**

21 A. The parties agree that adult family home providers should be part of the
22 resident's assessment process. Adult family home providers or designees
23 will be notified in advance of an assessment meeting and will be given an
24 opportunity to provide information for the Department to consider in the
25 completion of the assessment; completion of an assessment will not be
26 delayed as a result.

1 B. When a written request from a provider demonstrates that there has been a
2 change in a client’s condition that warrants a significant change assessment,
3 the Department shall complete the assessment within thirty (30) calendar
4 days of receipt of a fully completed Form 15-558 (AFH Resident
5 Significant Change Assessment Request) and updated Negotiated Care
6 Plan. If the significant change assessment is completed after the thirty (30)
7 calendar day period and the assessment results in an increase in the daily
8 rate, the adult family home provider may request a review from the
9 Department. If a review is requested and it is determined that the assessment
10 was not completed within thirty (30) calendar days of receipt of the fully
11 completed required Form 15-558 and updated Negotiated Care Plan, and
12 the failure to complete the assessment is due to Department error, the
13 Department will authorize payment beginning on the thirty-first (31st) day.
14 [When a significant change assessment is requested for residents currently](#)
15 [on hospice services the timeline for case managers will be within ten \(10\)](#)
16 [business days.](#)

17 C. The parties agree that issues or complaints related to an assessment
18 should be resolved at the social worker/case manager level whenever
19 possible; therefore, adult family home providers should discuss any
20 concerns first with the consumer’s social worker/case manager. If the issue
21 cannot be resolved at that level and the adult family home provider wishes
22 to raise the issue above the social worker/case manager level, the social
23 worker’s/case manager’s supervisor is the next point of contact. If the issue
24 is not resolved at the supervisor level, the following levels of staff can be
25 accessed; however, resolution should be sought at each level prior to
26 escalating to the next level: Field Services Administrator, Deputy Regional
27 Administrator, Regional Administrator.

1 **3.9 Contacts**

2 A. The department shall provide the AFHC with a semi-annual list containing
3 contact information for designated Headquarters staff, ~~within Aging and~~
4 ~~Long Term Supports Administration (ALTSA) and~~ Regional
5 Administrators and Field Service Administrators, within Home and
6 Community Services, Residential Care Services, within Aging and Long-
7 Term Supports Administration (ALTSA) and Developmental Disabilities
8 Administration.

9 B. The Adult Family Home Council shall utilize the following Health Care
10 Authority (HCA) contact information for questions and concerns:
11 HCA1915iservices@hca.wa.gov and HCALaborRelations@hca.wa.gov.

12 C. Department staff will respond to voicemail and email communication from
13 adult family homes currently serving Medicaid funded residents within five
14 (5) business days. Prior to filing a grievance, the adult family home
15 provider will follow the department escalation process outlined in 3.8.C.

16 **3.10 Medicaid Contracting**

17 A. Upon initial or renewal of any AFH contractor any other contract listed
18 within the CBA, the department will enclose the following statement:

19 **Collective Bargaining Agreement:** AFH providers, who receive payments
20 from Medicaid and state funded long-term care programs, are represented
21 by the Adult Family Home Council. The Adult Family Home Council
22 negotiates with the state every two years over Medicaid reimbursement
23 rates. In addition, Adult Family Home Council provides AFHs with
24 resources, training, and advocates on behalf of AFH providers at the
25 legislature. Please contact the Adult Family Home Council at
26 www.adultfamilyhomecouncil.org, 360-754-3329 or 1-888-439-8999 (toll

1 **ARTICLE 4**

2 **STATE RIGHTS**

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

16 **4.2 Rights Reserved to the State**

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

20 A. To operate so as to carry out the statutory, licensing and contractual
21 mandates of the State;

22 B. To establish the State's missions, programs, objectives, activities and
23 priorities within the statutory mandates;

24 C. To plan, direct and control the use of resources, including all aspects of the
25 budget, in order to achieve the State's missions, programs, objectives,
26 activities and priorities;

- 1 D. To manage, direct and control all of the State’s activities to deliver programs
2 and services;
- 3 E. To develop, modify and administer policies, procedures, rules and
4 regulations and determine the methods and means by which operations are
5 to be carried out;
- 6 F. To establish qualifications of adult family home licensed and contracted
7 providers and standards of accountability;
- 8 G. To make and execute contracts and all other instruments necessary or
9 convenient for the performance of the State’s duties or exercise of the
10 State’s powers, including contracts with public and private agencies,
11 organizations or corporations and adult family homes to pay them for
12 services rendered or furnished;
- 13 H. To determine the management organization, including recruitment,
14 selection, retention and promotion to positions not otherwise covered by
15 this Agreement;
- 16 I. To extend, limit or contract out any or all services and/or programs of the
17 State except as otherwise limited under [Article 9](#), Duty to Bargain, and
18 specific to contracting out of bargaining unit work;
- 19 J. To take whatever actions the State deems necessary to carry out services in
20 an emergency. The State shall be the sole determiner as to the existence of
21 an emergency in keeping with a reasonable and prudent standard;
- 22 K. To modify any and all operations and work requirements in order to more
23 efficiently and effectively provide services as a result of any existing and/or
24 new laws, rules and regulatory provisions of state and/or federal origin
25 which may in any way affect the State’s ability to provide services;

1 L. To determine the method, technological means and numbers and kinds of
2 personnel by which operations are undertaken; and

3 M. To maintain and promote the efficiency of public operations entrusted to the
4 State.

5 **4.3** The above enumerations of State rights are not inclusive and do not exclude other
6 State rights not specified, including but not limited to those duties, obligations or
7 authority provided under [Chapter 70.128 RCW](#) and to the extent not otherwise
8 expressly limited by this Agreement. The exercise or non-exercise of rights retained
9 by the State shall not be construed to mean that any right of the State is waived.

10 **4.4** No action taken by the State with respect to a management right shall be subject to
11 a grievance or arbitration procedure or collateral action/suit unless the exercise
12 thereof violates an express written provision of this Agreement.

13 **4.5 Fulfillment of Statutory Obligation**

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

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

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

1 **ARTICLE 5**

2 **GRIEVANCE AND DISPUTE RESOLUTION**

3 **5.1 Dispute Resolution Philosophy**

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

11 **5.2 Definitions**

12 A. Grievance Definition

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

18 B. Computation of Time

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

26 C. Failure to Meet Timelines

1 Failure by the AFHC to comply with the timelines will result in the
2 automatic withdrawal of the grievance. Failure by the State to comply with
3 the timelines will entitle the AFHC to move the grievance to the next step
4 of the procedure.

5 D. Content

6 The written grievance must include the following information:

7 1. A summary of the pertinent facts surrounding the nature of the
8 grievance;

9 2. The date or time period in which the incident occurred;

10 3. The specific Article and Section of the Agreement violated;

11 4. The step taken to informally resolve the grievance and the
12 individuals involved in the attempted resolution;

13 5. An appropriate remedy for the grievance;

14 6. The name of the grievant;

15 7. The grievant's provider number; and

16 8. The name and signature of the AFHC representative filing the
17 grievance.

18 E. Modifications to Grievances

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

22 F. Resolution

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

4 G. Withdrawal

5 A grievance may be withdrawn at any time.

6 H. Resubmission

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

9 **5.3 Grievance/Dispute Resolution Procedure**

10 Step 1. Informal Resolution

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

13 Step 2. Written Grievance

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

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

24 The State or the State’s designee shall meet with the grievant and their AFHC
25 representative within thirty (30) days of receipt of the written grievance, in order to

1 discuss and resolve the grievance. Subsequent to this meeting, if the grievance
2 should remain unresolved, the State will provide a written response to the grievance
3 within fourteen (14) days from the date the parties met to discuss the grievance. If
4 the response does not resolve the grievance, the AFHC may, within fourteen (14)
5 days of receipt of the response, proceed to Step 4, Arbitration.

6 Step 3. (Optional) Mediation

7 If the matter is not resolved in Step 2 and as an alternative prior to final and binding
8 arbitration in Step 4, the parties may mutually agree to mediation in order to resolve
9 the issue. The party initiating a mediation request must notify the other party in
10 writing within fourteen (14) days of the AFHC receiving the State's written Step 2
11 response. The party receiving the request for mediation must notify the other party
12 of whether they agree to mediation or not within fourteen (14) days of receipt of
13 notification. If the party receiving the request for mediation does not agree to
14 mediation or does not respond within the notification period, the AFHC may
15 proceed to Step 4, Arbitration, within fourteen (14) days of receiving notification
16 of the decision not to mediate or within fourteen (14) days of the end of the
17 notification period if the other party does not respond.

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

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

26 If the issue is successfully resolved by mediation, the agreement shall be signed
27 and binding on all parties, and will not form a precedent unless agreed to in writing
28 by both parties. If the issue is not successfully resolved through mediation, the

1 AFHC may, within thirty (30) days of the conclusion of mediation, proceed to Step
2 4, Arbitration. Conclusion of the mediation will be confirmed in writing.

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

10 Step 4. Arbitration

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

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

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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 fourteen (14) 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

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ARTICLE 7

2

PAYMENT

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7.1 Base Daily Rates

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A. Effective July 1, 2025³, the DSHS Base Daily Rates for adult family home providers will be as follows:

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Classification	High	Standard
A Low (1)	\$116.50 <u>137.47</u>	\$106.10 <u>\$125.67</u>
A Med (2)	\$121.45 <u>\$143.50</u>	\$130.95 <u>110.39</u>
A High (3)	\$157.53 <u>132.97</u>	\$143.24 <u>120.37</u>
B Low (4)	\$140.59 <u>119.06</u>	\$128.40 <u>108.32</u>
B Med (5)	\$154.41 <u>130.41</u>	\$140.51 <u>118.15</u>
B Med H (6)	\$142.43 <u>169.06</u>	\$128.58 <u>153.35</u>
B High (7)	\$146.87 <u>174.47</u>	\$132.43 <u>158.08</u>
C Low (8)	\$132.63 <u>157.11</u>	\$120.08 <u>142.88</u>
C Med (9)	\$154.46 <u>183.71</u>	\$139.01 <u>166.18</u>
C Med H (10)	\$158.22 <u>188.29</u>	\$142.26 <u>170.19</u>
C High (11)	\$162.15 <u>193.07</u>	\$145.67 <u>174.38</u>
D Low (12)	\$142.26 <u>168.85</u>	\$128.43 <u>153.16</u>
D Med (13)	\$157.88 <u>187.87</u>	\$141.97 <u>169.83</u>
D Med H (14)	\$181.90 <u>217.13</u>	\$162.79 <u>195.46</u>
D High (15)	\$192.99 <u>230.65</u>	\$172.41 <u>207.30</u>
E Med (16)		\$186.95 <u>225.20</u>
	\$209.77 <u>251.08</u>	
E High (17)	\$225.55 <u>270.31</u>	\$200.64 <u>242.05</u>

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7

High-cost area includes King, Pierce, and Snohomish Counties. Standard

8

cost area includes all other WA state counties.

1 B. Effective July 1, ~~2024~~2026, the DSHS Base Daily Rates for the adult family
 2 home providers will be as follows.

Classification	High	Standard
A Low (1)	\$119.32 <u>139.12</u>	\$108.71 <u>127.14</u>
A Med (2)	\$124.37 <u>145.24</u>	\$113.09 <u>132.50</u>
A High (3)	\$136.12 <u>159.48</u>	\$123.27 <u>144.98</u>
B Low (4)	\$121.9 <u>142.284</u>	\$110.98 <u>129.91</u>
B Med (5)	\$133.51 <u>156.31</u>	\$121.01 <u>142.20</u>
B Med H (6)	\$145.78 <u>171.18</u>	\$131.64 <u>155.23</u>
B High (7)	\$150.30 <u>176.67</u>	\$135.57 <u>160.04</u>
C Low (8)	\$135.77 <u>159.06</u>	\$122.97 <u>144.61</u>
C Med (9)	\$158.05 <u>186.06</u>	\$142.28 <u>168.26</u>
C Med H (10)	\$161.88 <u>190.70</u>	\$145.60 <u>172.33</u>
C High (11)	\$165.88 <u>195.56</u>	\$149.07 <u>176.58</u>
D Low (12)	\$145.60 <u>170.97</u>	\$131.49 <u>155.05</u>
D Med (13)	\$161.53 <u>190.28</u>	\$145.30 <u>171.96</u>
D Med H (14)	\$186.03 <u>219.97</u>	\$166.54 <u>197.98</u>
D High (15)	\$197.35 <u>233.70</u>	\$176.35 <u>210.00</u>
E Med (16)	\$214.45 <u>254.43</u>	\$191.18 <u>228.17</u>
E High (17)	\$230.55 <u>273.95</u>	\$205.14 <u>245.26</u>

3
 4 High area includes King, Pierce, and Snohomish Counties. Standard cost area
 5 includes all other WA state counties.

6 C. PACE Base Daily Rates

7 1. Effective July 1, ~~2023~~2025 – June 30, ~~2025~~2027, PACE
 8 Organizations shall pay all adult family home providers serving
 9 Medicaid enrollees through a contract at a base daily rate not less
 10 than Appendix A, as determined by the DSHS CARE assessment.
 11 PACE may pay a base daily rate that is higher than Appendix A,

1 based on PACE’s own assessment of the enrollee in accordance with
2 the federal regulation and state contractual obligations.

3 **7.2 Expanded Community Service Daily Rate**

4 A. Adult family home providers who have a contract with the State to provide
5 expanded community services for a client shall receive the Expanded
6 Community Service (ECS) daily rate or the Base Daily Rate, whichever is
7 greater.

8 B. Effective July 1, ~~2023~~2025, the ECS daily rate shall be: two hundred
9 ~~twenty-one~~ fifty-four —dollars and ~~ninety-one~~thirty-three cents.
10 (~~\$221.91~~254.33).

11 C. Effective July 1, ~~2024~~2026, the ECS daily rate shall be: two hundred ~~thirty-~~
12 ~~two~~fifty-six -dollars and ~~thirty-nine~~twenty-five -cents (~~\$256.25~~32.39).

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

18 E. An adult family home will receive compensation described in section 7.2.B
19 & C, when an eligible client has an assessed need, chooses to receive ECS
20 and a behavioral health provider is not currently available. The department
21 will verify alternative plans to temporarily meet the client’s behavioral health
22 needs until a qualified behavioral health provider is authorized to serve the
23 client.

24 **7.3 Specialized Behavioral Support Add-On Rate**

25 A. Adult family home providers who have a contract with the State to provide
26 specialized behavioral support services for a client shall receive the

1 Specialized Behavioral Support (SBS) add-on rate in addition to the Base
2 Daily Rate.

3 B. Effective July 1, 2025, the SBS add-on rate shall remain one-hundred sixty-
4 five dollars (\$165.00).

5 C. Effective July 1, ~~2023~~2026, the SBS add-on rate shall be one-hundred ~~sixty-~~
6 ~~five~~seventy-eight dollars (~~\$165~~178.00).

7 C. An adult family home will receive compensation described in section 7.3.B.
8 when an eligible client has an assessed need, chooses SBS and a behavioral
9 health provider is not currently available. The department will verify
10 alternative plans to temporarily meet the client's behavioral health needs
11 until a qualified behavioral health provider is authorized to serve the client.

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

18 **7.4 HIV/AIDS House Rates (Excluding PACE Organizations)**

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

22 B. Effective July 1, ~~2023~~2025, the daily rate for adult family homes providing
23 specialized HIV/AIDS care shall be: one hundred seventy-seven ~~fifty-one~~
24 dollars ~~and thirteen cents~~ (~~\$151.13~~177.00).

25 C. Effective July 1, 2024, the daily rate for adult family homes providing
26 specialized HIV/AIDS care shall be: one-hundred ~~fifty-eight~~seventy-eight
27 dollars and seventy-five cents ~~and fifteen cents~~ (~~\$158.15~~178.75).

1 **7.5 Private Duty Nursing Services (Excluding PACE Organizations)**

2 A. Specialty Private Duty Nursing Daily Rate

3 1. Adult family home providers who have a contract with the State to
4 provide daily skilled nursing services for up to six (6) clients
5 residing in their facility, when authorized by the Department to be
6 paid the all-inclusive daily rate for such services, shall receive the
7 Specialty Private Duty Nursing Daily Rate.

8 2. Effective July 1, ~~2023~~2025, the Specialty Private Duty Nursing
9 Daily Rate shall ~~be~~remain eight hundred ~~thirty-six~~ninety-eight
10 dollars and ~~twenty-three~~ninety-five cents (~~\$836.23~~898.95).

11 3. If the Legislature increases the Private Duty Nursing Hourly Rates
12 and appropriates funds to the Department for those increased rates,
13 the increased rates will be considered to be the rates in subsection
14 A.2 above.

15 **7.6 Respite Services (Excluding PACE Organizations)**

16 A. Adult family home providers who have a contract with the State to provide
17 Respite Services as defined in WAC 388-845, WAC 388-825 and WAC
18 388-106 shall receive a Respite Hourly Rate.

19 B. Respite Hourly Rate for Up to Nine (9) hours

20 1. Effective July 1, ~~2023~~2025 the Respite Hourly Rate paid to adult
21 family home providers providing up to nine (9) hours of respite
22 services in a twenty-four (24) hour period shall be: ~~nineteen~~twenty-
23 three dollars and ~~sixteen~~sixty-eight cents (~~\$19.16~~23.68).

24 2. Effective July 1, ~~2024~~2026, the Respite Hourly Rate paid to adult
25 family home providers providing up to nine (9) hours of respite
26 services in a twenty-four hour (24) period shall be: ~~nineteen~~twenty-
27 four dollars and ~~fifty-six~~four cents (~~\$19.56~~24.04).

1 C. Respite Hourly Rate for Nine (9) or More Hours

2 1. Effective July 1, ~~2023~~2025, adult family home providers who
3 provide nine (9) or more hours of respite services in a twenty-four
4 (24) hour period, including overnight stays, shall receive a
5 maximum amount of ~~one hundred seventy two dollars~~two hundred
6 thirteen dollars and ~~twelve~~forty four cents (~~\$172.44~~213.12~~51~~).

7 2. Effective July 1, ~~2024~~2026, adult family home providers who
8 provide nine (9) or more hours of respite services in a twenty-four
9 (24) hour period, including overnight stays, shall receive a
10 maximum amount of ~~one hundred seventy six dollars and four~~
11 ~~cents~~two hundred sixteen dollars and thirty-six cents
12 (~~\$176.04~~216.36).

13 3. Effective July 1, ~~2023~~2025, for clients who have a CARE
14 Classification Base Daily Rate that is higher than the maximum
15 amount of ~~one hundred seventy two dollars and forty four cents~~two
16 hundred thirteen dollars and twelve cents (~~\$172.44~~213.12~~51~~); the
17 provider shall receive up to eleven (11) hours, which is equivalent
18 to two-hundred ~~ten~~sixty dollars and ~~seventy six~~forty eight cents
19 (~~\$210.76~~260.48~~3~~). This subsection does not apply to adult family
20 homes who have a contract with the State to provide respite services
21 for clients under the MAC and TSOA programs. Clients in the MAC
22 and TSOA programs are not assessed in CARE and therefore do not
23 have a CARE classification base daily rate.

24 4. Effective July 1, ~~2024~~2026, for clients who have a CARE
25 Classification Base Daily Rate that is higher than the maximum
26 amount of ~~one hundred seventy six dollars and 4 cents~~ two hundred
27 sixteen dollars and thirty-six cents (~~\$176.04~~216.36), the provider
28 shall receive up to eleven (11) hours, which is equivalent to two
29 hundred ~~fifteen dollars and sixteen cents~~sixty-four dollars and forty-

1 four cents (~~\$215.16~~264.44~~6103~~). This subsection does not apply to
2 adult family homes who have a contract with the State to provide
3 respite services for clients under the MAC and TSOA programs.
4 Clients in the MAC and TSOA programs are not assessed in CARE
5 and therefore do not have a CARE classification base daily rate.

6 **7.7 Community Integration Payment**

7 A. Adult family home providers who have a contract with the State to provide
8 support to clients with an assessed need for support to access and participate
9 in the community will receive an adjusted daily rate. The adjusted daily rate
10 will be the total Community Integration daily rate added to the Base Daily
11 Rate.

12 1. ~~Effective July 1, 2023, the Community Integration Service Area~~
13 ~~daily rates shall be: four dollars and five cents (\$4.05)~~

14 2. Effective July 1, ~~2024~~2025, the Community Integration Service
15 rates shall ~~be~~remain five dollars and ten cents (\$5.10).

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

21 C. Adult family home providers who offer and provide support to clients with
22 an assessed need for support to access and participate in the community
23 through a contract with a PACE organization will receive a rate inclusive of
24 the Community Integration rates described above.

25 **7.8 Mileage Reimbursement**

26 Adult family home providers shall be compensated for transporting their residents
27 to medical providers as authorized in the client's care or service plans for individual

1 residents. Such compensation shall be paid on a per mile driven basis at the standard
2 mileage rate as recognized by the Internal Revenue Service, up to a maximum of
3 fifty (50) miles per month per resident.

4 **7.9 Bed Hold Rates**

5 The State shall pay an adult family home who holds a bed for a client, in accordance
6 with [WAC 388-105-0045](#), seventy percent (70%) of the Base Daily Rate for the
7 first through the seventh day and fifteen dollars (\$15.00) a day for the eighth day
8 through the twentieth day.

9 **7.10 Social Leave**

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

14 **7.11 DDA Meaningful Day and HCS Meaningful Day Activities Add On Rate**

15 A. The State ~~will create~~[has created](#) two separate Meaningful Day contracts for
16 clients served by the Developmental Disabilities Administration (DDA) and
17 the Home and Community Services (HCS) division within the Aging and
18 Long-Term Support Administration (AL TSA) respectively. The State's
19 intention in creating separate contracts for each Administration is to allow
20 Meaningful Day to be tailored more specifically to the needs of clients
21 served by each Administration.

22 B. Adult family home providers who ~~have been completed Session One~~
23 ~~traininged, and~~ are under a contract with the State [and have an authorization](#)
24 to provide meaningful day activities for an eligible client served by DDA
25 shall receive the DDA Meaningful Day add-on rate in addition to the Base
26 Daily Rate. DDA Meaningful day activities are person-centered daily
27 activities with a goal of increasing activity participation, redirection of
28 behaviors and improved quality of life.

1 1. Effective July 1, ~~2023~~2025, the DDA Meaningful Day add-on rate
2 shall ~~be~~remain forty dollars (\$40.00) per day.

3 C. Adult family home providers who ~~have been trained~~completed Session One
4 training, and are under a contract with the State and have an authorization
5 to provide HCS Meaningful Day activities for an eligible client served by
6 ALTSA shall receive the HCS Meaningful Day add-on rate in addition to
7 the Base Daily Rate. HCS Meaningful Day will consist of training and
8 resources to assist adult family home providers in serving eligible clients
9 and activities that are person-centered daily activities with a goal of
10 increasing activity participation, redirection of behaviors and improved
11 quality of life.

12 1. Effective July 1, ~~2023~~2025, the HCS Meaningful Day add-on rate
13 shall ~~be~~remain forty dollars (\$40.00) per day.

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

21 **7.12 Medical Escort Fee**

22 ~~A. Effective July 1, 2023, adult family home providers who have been~~
23 ~~authorized for mileage reimbursement and provide transportation for an~~
24 ~~individual resident to medical appointments as authorized in the resident's~~
25 ~~care or service plan will receive up to twenty-four (24) hours per client~~
26 ~~medical escort fee reimbursement in a calendar year, at a rate of eighteen~~
27 ~~dollars (\$18.00) per hour, when they accompany a client to a medical~~
28 ~~appointment. Adult family home providers are eligible to receive the~~
29 ~~medical escort fee if all other means of escort and transportation have been~~

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

6 For the purposes of this collective bargaining agreement, a medical escort means
7 assistance and accompaniment provided to the resident for the duration of a medical
8 appointment where the resident could not otherwise participate in the medical
9 appointment without assistance, due to physical or cognitive challenges.

10 BA. Effective July 1, ~~2024~~2025, adult family home providers will be
11 compensated for accompanying ~~who have been authorized for mileage~~
12 ~~reimbursement and provide transportation for~~ an individual resident to
13 medical appointments as ~~authorized~~ identified in the resident's DSHS plan
14 of care. ~~The adult family home provider or service plan will be authorized~~
15 ~~receive up to twenty four (24) hours per client medical escort fee~~
16 ~~reimbursement in a calendar year, at a rate of nineteen dollars and fifty-six~~
17 ~~cents~~twenty-three dollars and sixty-eight cents (\$23.68) per hour, up
18 to twenty-four (24) hours per resident, per year. ~~when they accompany a~~
19 ~~client to a medical appointment. Adult family home providers are eligible~~
20 ~~to receive the medical escort fee if all other means of escort and~~
21 ~~transportation have been exhausted (including but not limited to Medicaid~~
22 ~~transport or informal supports).~~ Adult family home providers are not
23 eligible for the medical escort fee if the resident has one-on-one caregiver
24 support during the time of the scheduled medical appointment. Adult family
25 home providers ~~requesting~~ claiming a medical escort fee as described above
26 will retain records of the medical appointment in the resident's file. ~~submit~~
27 ~~a request for the medical escort fee to the case manager, including~~
28 ~~verification of the medical appointment.~~

1 B. Effective July 1, 2026, adult family home providers will be compensated
2 for accompanying an individual resident to medical appointments as
3 identified in the resident’s DSHS plan of care. The adult family home
4 provider will be authorized at a rate of twenty-four dollars and four cents
5 (\$24.04) per hour, up to twenty-four (24) hours per resident, per year. Adult
6 family home providers are eligible to receive the medical escort fee if all
7 other means of escort have been exhausted. Adult family home providers
8 claiming a medical escort fee as described above will retain records of the
9 medical appointment in the residents file.

10
11
12 7.13 Supportive Supervision

13 A. Intensive Behavioral Supportive Supervision (IBSS)

14 Managed Care Organizations who are approved by the Health Care
15 Authority to contract for Intensive Behavioral Supportive Supervision in an
16 adult family home setting, shall pay adult family home providers serving
17 eligible Medicaid enrollees at the daily rate from the table below for
18 supportive supervision and oversight. The daily rate will be
19 determined/authorized using standardized tiering criteria.

20 B. Community Behavioral Health Supports

21 Managed Care Organizations who are contracted through the Health Care
22 Authority for 1915(i), shall pay adult family home providers serving
23 eligible Medicaid enrollees at a daily rate from the table below for
24 supportive supervision and oversight. The daily rate will be
25 determined/authorized using a standardized tiering criteria.

26

<u>Tier Assignment</u>	<u>Number of Hours served on a per day basis</u>	<u>Daily Rate</u>
<u>Tier 1</u>	<u>.5-2</u>	<u>\$36.30</u>
<u>Tier 2</u>	<u>2.1-6</u>	<u>\$98.01</u>
<u>Tier 3</u>	<u>6.1-10</u>	<u>\$194.81</u>
<u>Tier 4</u>	<u>10.1-15</u>	<u>\$303.71</u>
<u>Tier 5</u>	<u>15.1-20</u>	<u>\$424.71</u>
<u>Tier 6</u>	<u>20.1-24</u>	<u>\$528.00</u>

1

2 Payments in subsection A and B are per diem rates that are paid based on the agreed
3 upon negotiated plan of care for the individuals. These plans include determination
4 of the level of service hours necessary based upon behaviors displayed and agreed
5 upon tier necessary.

6 C. Single Case Agreements (SCAs) for In Lieu of Services-Intensive
7 Behavioral Health Supportive Supervision (ILOS-IBSS) and Community
8 Behavioral Health Supportive Supervision and Oversight Services will
9 strictly adhere to the negotiated tiered rate structure. These SCAs will be
10 entered into when a provider has not completed the enrollment process with
11 HCA and/or completed the credentialing process with a Managed Care
12 Organization, all of these steps are necessary to execute a full provider
13 agreement.

14 D. HCA and AFH Council agree that adult family home providers providing
15 supportive supervision and oversight may require additional support based
16 on their experience and will discuss options for providing additional support
17 as needed.

18

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2025-2027 budget.

State Proposal TA

AFHC/25-27 Negotiations

07/31/24

Page 13 of 13

TENTATIVE AGREEMENT REACHED

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer

For the Union

/s/ 8/2/2024

/s/ 8/2/2024

Brenda Moen, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

John Ficker, Executive Director
Adult Family Home Council

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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.

1 **8.2 Adult Family Home Mandatory Training**

2 A. The parties recognize that one dollar and twenty-eight cents (\$1.28) per
3 client per day will be added to the Base Daily Rates reflected in [Article 7](#),
4 Payment, for the period of July 1, 2023, through June 30, 2025.

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

9 B. Effective July 1, 2023, all classifications will have seventy-five cents
10 (\$0.75) per client per bed day contributed to the Adult Family Home
11 Training Network.

12 C. Effective July 1, 2024, all classifications will have one-dollar (\$1.00) per
13 client per bed day contributed to the Adult Family Home Training Network.

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

22 D. The State will refer bargaining unit member inquiries related to the
23 implementation of the Adult Family Home Training Network to the Adult
24 Family Home Council or the contractor for the Adult Family Home
25 Training Network.

1 **ARTICLE 9**

2 **DUTY TO BARGAIN**

3 Nothing contained in this Agreement shall be construed as to diminish the
4 obligation of the parties to discuss and/or negotiate over those subjects appropriate
5 under the law and to the extent that the State has lawful control over those subjects.
6 This specifically includes economic compensation, such as manner and rate of
7 subsidy and reimbursement, including tiered reimbursement; health and welfare
8 benefits; professional development and training; labor-management committees;
9 grievance procedures and other economic matters. The State will notify the
10 Executive Director of the AFHC of the initiation of rule changes affecting a matter
11 that is an appropriate subject of bargaining as listed above. In the event the Council
12 does not request negotiations within twenty-one (21) calendar days of receipt of the
13 notice, the State may implement the changes without further negotiations. There
14 may be emergency or mandated conditions that are outside of the State's control
15 requiring immediate implementation, in which case the State will notify the Council
16 as soon as possible. The notification must include:

- 17 1. A description of the intended change including any information
18 relevant to the impacts of the change on AFH Providers.
- 19 2. The date the State intends to implement the change.

20 In the event the State enters into a new contract with a new managed care
21 organization to provide services to Medicaid enrollees, for a new program or makes
22 changes to an existing contract with an existing MCO, the State agrees to notify the
23 Executive Director of the AFHC and negotiate in accordance with the provisions
24 of [RCW 41.56](#).

25 In the event the State enters into a contract with a new PACE organization and the
26 terms of the contract with that organization are different from the terms of a contract
27 already in place with a PACE organization, the State agrees to notify the Executive

1 **ARTICLE 13**

2 **DUES DEDUCTION**

3 **13.1 Dues Deduction**

4 A. Upon written authorization from an adult family home provider, the State
5 as a payor, but not as the Employer, shall deduct from a bargaining unit
6 member's provider payment a monthly amount of dues as determined by
7 AFHC. The State shall remit all deducted dues to the AFHC. The State shall
8 not collect or reconcile any retroactive dues.

9 B. The State will furnish an AFHC dues deduction authorization form to
10 AFHC bargaining unit members who are newly contracted providers,
11 renewing an existing contract, or have a change in ownership of an existing
12 Adult Family Home. The AFHC will provide the State with an electronic
13 version of the AFHC dues deduction authorization form. In addition, the
14 AFHC, at its own expense, will be responsible for providing the State with
15 sufficient hard copies for distribution.

16 C. The Department shall provide AFHC with an electronic spreadsheet
17 including the ProviderOne ID, Provider Name, DSHS License Number and
18 amount withheld for each payment period resulting in dues being allocated
19 to AFHC.

20 **13.2 AFHC Voluntary Contribution**

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

24 **13.3 Indemnify and Hold Harmless**

25 The AFHC and each adult family home provider, for compliance with this Article,
26 hereby agree to indemnify and hold the State harmless from all claims, demands,

1

APPENDIX A

2

JULY 1, 2023-2025 ALTSA ADULT FAMILY HOME DAILY RATES,

3

TRAINING AND HEALTHCARE BENEFITS FOR CLIENTS ASSESSED WITH

4

CARE

Service Area	High	Standard
Classification	AFHC Daily Rate	AFHC Daily Rate
A Low (1)	\$ <u>142.20</u> 121.13	\$ <u>130.40</u> 110.73
A Med (2)	\$ <u>148.23</u> 126.08	\$ <u>135.68</u> 115.02
A High (3)	\$ <u>162.26</u> 137.60	\$ <u>147.97</u> 125.00
B Low (4)	\$ <u>145.32</u> 123.69	\$ <u>133.13</u> 112.95
B Med (5)	\$ <u>159.14</u> 135.04	\$ <u>145.24</u> 122.78
B Med H (6)	\$ <u>173.79</u> 147.06	\$ <u>158.08</u> 133.21
B High (7)	\$ <u>179.20</u> 151.50	\$ <u>162.81</u> 137.06
C Low (8)	\$ <u>161.84</u> 137.26	\$ <u>147.61</u> 124.71
C Med (9)	\$ <u>188.44</u> 159.09	\$ <u>170.91</u> 143.64
C Med H (10)	\$ <u>193.02</u> 162.85	\$ <u>174.92</u> 146.89
C High (11)	\$ <u>197.80</u> 166.78	\$ <u>179.11</u> 150.30
D Low (12)	\$ <u>173.58</u> 146.89	\$ <u>157.89</u> 133.06
D Med (13)	\$ <u>192.60</u> 162.51	\$ <u>174.56</u> 146.60
D Med H (14)	\$ <u>221.86</u> 186.53	\$ <u>200.19</u> 167.42

D High (15)	\$ <u>235.38</u> 197.62	\$ <u>212.03</u> 177.04
E Med (16)	\$ <u>255.81</u> 214.40	\$ <u>229.93</u> 191.58
E High (17)	\$ <u>275.04</u> 230.18	\$ <u>246.78</u> 205.27

- 1 Effective July 1, ~~2024~~2026, the ALTSA Adult Family Home Daily Rates, Training, and
- 2 Healthcare Benefits for Clients Assessed with Care will be as follows:

3

Service Area	High	Standard
Classification	AFHC Daily Rate	AFHC Daily Rate
A Low (1)	\$ <u>143.85</u> 123.95	\$ <u>131.87</u> 113.34
A Med (2)	\$ <u>149.97</u> 129.00	\$ <u>137.23</u> 117.72
A High (3)	\$ <u>164.21</u> 140.75	\$ <u>149.71</u> 127.90
B Low (4)	\$ <u>147.01</u> 126.57	\$ <u>134.64</u> 115.61
B Med (5)	\$ <u>161.04</u> 138.14	\$ <u>146.93</u> 125.64
B Med H (6)	\$ <u>175.91</u> 150.41	\$ <u>159.96</u> 136.27
B High (7)	\$ <u>181.40</u> 154.93	\$ <u>164.77</u> 140.20
C Low (8)	\$ <u>163.79</u> 140.40	\$ <u>149.34</u> 127.60
C Med (9)	\$ <u>190.79</u> 162.68	\$ <u>172.99</u> 146.91
C Med H (10)	\$ <u>195.43</u> 166.51	\$ <u>177.06</u> 150.23
C High (11)	\$ <u>200.29</u> 170.51	\$ <u>181.31</u> 153.70
D Low (12)	\$ <u>175.70</u> 150.23	\$ <u>159.78</u> 136.12

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

~~Pursuant to ESSB5693 (Chapter 297, Laws of 2022) section 203(U) and section 204(25), the COVID-19 rate add-on for contracted service providers to address the increased costs associated with serving clients during the COVID-19 pandemic shall be reduced by twenty percent (20%) every two (2) fiscal quarters.~~

~~This MOU covers services delivered between July 1, 2023 and June 30, 2024. 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 will be authorized as follows:~~

~~A. Effective July 1, 2023, the enhanced rate shall be \$5.58.~~

~~B. Effective January 1, 2024, the enhanced rate shall be \$2.79.~~

~~C. 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~~

1 **C. MEMORANDUM OF UNDERSTANDING**

2 **BETWEEN**

3 **THE STATE OF WASHINGTON**

4 **AND**

5 **THE ADULT FAMILY HOME COUNCIL**

6
7 **EXCEPTION TO RULE**

8 ~~In response to concerns by the AFHC regarding the use of the exception to rule (ETR)~~
9 ~~process and to improve communication between the department and providers~~
10 ~~concerning the use of ETRs the parties agree to the following:~~

11
12 ~~A. — The department will provide training and educational outreach on the ETR~~
13 ~~process for applicable DSHS field staff. The department will require all~~
14 ~~regions to track that applicable staff have completed the training. This~~
15 ~~training will begin as soon as possible but no later than September 30, 2023.~~

16
17 ~~B. — The department will share the training content described above in paragraph~~
18 ~~A with the AFHC.~~

19
20 ~~C. — The department will issue a Dear Provider letter that includes a one-page~~
21 ~~fact sheet on ETRs.~~

22
23 ~~D. — The department will provide a webinar on the ETR process for providers.~~
24 ~~This webinar will be made available as soon as possible but no later than~~
25 ~~September 30, 2023.~~

26
27 ~~E. — Following the implementation of the 1915i, the department will meet with~~
28 ~~AFHC to discuss ETRs related to behavioral health. This meeting will occur~~
29 ~~no later than August 31, 2023.~~

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F. MEMORANDUM OF UNDERSTANDING

BETWEEN

THE STATE OF WASHINGTON

AND

HEALTH CARE AUTHORITY

AND

ADULT FAMILY HOME COUNCIL

Intensive Behavioral Health Support Services Rates

~~The Center for Medicaid and Medicare Services (CMS) has implemented a change to the services provided under the Single Case Agreement also known as In Lieu of Services (ILOS) effective January 1, 2024.~~

~~ILOS is a benefit for Apple Health managed care enrollees. An ILOS is a service or setting provided to an enrollee as a substitute for a service or setting that is covered under the Medicaid State Plan in accordance with 42 CFR § 438.3(e)(2).~~

~~ILOS must meet the following federal requirements:~~

- ~~• Be cost effective (as defined by HCA),~~
- ~~• Be medically appropriate (as defined by HCA),~~
- ~~• Utilization must be considered in managed care rate setting, and~~
- ~~• Be voluntary to the enrollee and to the Managed Care Organization (MCO).~~

~~As of January 1, 2024, newly released CMS guidance outlines many mandates, including that States must define each ILOS, the covered Medicaid State Plan services or settings they substitute, coding to be used, and the target population for which the ILOS was determined medically appropriate and cost effective. This means that states can no longer approve new ILOS requests on a case by case basis to meet an immediate need. CMS must approve any changes to HCA's ILOS benefit.~~

1 ~~HCA has defined Intensive Behavioral Supportive Supervision (IBSS) as: Supportive~~
2 ~~supervision/oversight is direct in-person monitoring, redirection, diversion, and cueing of~~
3 ~~the Enrollee to prevent at-risk behavior that may result in harm to the Enrollee or to others.~~
4 ~~These interventions are not related to the provision of personal care. Provides Enrollees~~
5 ~~with person-centered assistance to build skills and resiliency to support stabilized living~~
6 ~~and integration.~~

7 ~~This definition is substantially equivalent to the supportive supervision and oversight~~
8 ~~services that are included in the Community Behavioral Health Support Services benefit~~
9 ~~that is central to HCA’s 1915(i) state plan home and community-based services. IBSS is~~
10 ~~meant to provide access to this service for individuals who do not qualify for the 1915(i)~~
11 ~~benefit, but who have clinical complexity that requires the level of supplementary or~~
12 ~~specialized services and staffing available under the ILOS IBSS services.~~

13 ~~The parties agreed to the following terms:~~

14 ~~1. Effective January 1, 2024, Health Care Authority contracted Apple Health~~
15 ~~(Medicaid) Managed Care Organizations who are approved by the Health Care~~
16 ~~Authority to contract for Intensive Behavioral Support Services in an adult family~~
17 ~~home setting, shall pay adult family home providers serving Medicaid enrollees at~~
18 ~~the tiered assignment rate listed below for supportive supervision and oversight.~~

19 ~~**Note:** This payment is a per diem that is paid based upon the agreed to plan of care~~
20 ~~for the individual. The plan includes determination of the level of service hours~~
21 ~~necessary based upon behaviors displayed and agreed upon tier necessary.~~

Tier Assignment	Number of Hours served on-a-per-day basis	Daily Rate
Tier 1	.5-2	\$36.30
Tier 2	2-1-6	\$98.01

Tier 3	6.1-10	\$194.81
Tier 4	10.1-15	\$303.71
Tier 5	15.1-20	\$424.71
Tier 6	20.1-24	\$528.00

1 ~~2. The Health Care Authority is committed to transparency about program aggregate~~
 2 ~~data. HCA will provide a monthly report to the AFHC, that provides the following~~
 3 ~~data points:~~

4 ~~A. Names of each AFH receiving IBSS~~

5 ~~B. The MCO's associated with each AFH~~

6 ~~C. Total number of residents receiving IBSS~~

7 ~~D. Total number of authorizations per tier~~

8 ~~The data report information above is being shared for contract administration~~
 9 ~~purposes and the AFHC agrees the information will not be re-disclosed or shared~~
 10 ~~and will not be used to identify individual clients.~~

11 ~~The council understands that the report will be based on the data available at the~~
 12 ~~time the report is due. The parties will meet within the first quarter to discuss any~~
 13 ~~data or reporting challenges related to the delivery of this report.~~

14 ~~3. HCA and the Council will meet quarterly to discuss any issues that may arise in the~~
 15 ~~implementation of the program and discuss additional data that will be provided by~~
 16 ~~the agency through December 31, 2025. The council will share concerns with HCA~~
 17 ~~ten (10) business days in advance of the meeting.~~

18 ~~4. The State recognizes that currently there are two types of contracts or agreements~~
 19 ~~between MCOs and AFHs, CBHS and IBSS. The State will meet its bargaining~~
 20 ~~obligation for any further contracts or agreements between MCOs, per Article 9 of~~
 21 ~~the collective bargaining agreement.~~

1 5. ~~AFHs will receive notice of changes to the contract between an AFH and a MCO,~~
2 ~~at the onset of the contract, at any contract change, and upon termination of the~~
3 ~~contract.~~

4 ~~6. AFHs will continue to bill MCOs in the manner they are currently billing until such~~
5 ~~time that HCA contracts with a clearinghouse to process these claims and in~~
6 ~~accordance with the HCA's ILOS guide: [https://www.hca.wa.gov/assets/billers-](https://www.hca.wa.gov/assets/billers-and-providers/hrsn-and-ilos-policy-guide-202310.pdf)~~
7 ~~[and-providers/hrsn-and-ilos-policy-guide-202310.pdf](https://www.hca.wa.gov/assets/billers-and-providers/hrsn-and-ilos-policy-guide-202310.pdf).~~

8 ~~7. HCA will notify the AFHC of changes to CMS regulations that impact AFH~~
9 ~~providers within 30 days of receiving notice from the federal government and is~~
10 ~~committed to share information about how these changes impact the relationship~~
11 ~~between the state and AFHs.~~

12 ~~**This MOU will expire on June 30, 2025**~~

13 ~~**Dated December 21, 2023**~~

14

For the Employer

For the Union

~~/s/~~

~~/s/~~

~~_____
Brenda Moen, Labor Negotiator~~

~~_____
John Ficker, Executive Director~~

~~OFM/SHR Labor Relations &~~

~~Adult Family Home Council~~

~~Compensation Policy Section~~

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~~MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE HEALTH CARE AUTHORITY
AND
THE ADULT FAMILY HOME COUNCIL~~

~~Community Behavioral Health Support Services Tiered Rates~~

~~Pursuant to ESSB 5187 Sec.215(7)(iii), the Health Care Authority has been directed to coordinate with Department of Social and Health Services (DSHS) to submit a 1915(i) state plan for these services to be covered by Medicaid under a Home and Community-Based Services benefit.~~

~~“The authority shall coordinate with the department of social and health services to develop and submit to the centers for Medicare and Medicaid services an application to provide a 1915(i) state plan home and community-based services benefit. The application shall be developed to allow for the delivery of wraparound supportive behavioral health services for individuals with mental illness who also have a personal care needs. The 1915(i) state plan shall be developed to standardize coverage and administration, improve the current benefit design, and clarify roles in administration of the behavioral health personal care services benefit.”~~

~~The Community Behavioral Health Support Services (CBHS) benefit will include of supportive supervision and oversight (SSO), services, with AFH providers contracting directly with the Managed Care Organizations (MCOs) for managed care Medicaid enrollees. Fee for service Medicaid enrollees will receive services through providers with direct contracts with HCA.~~

~~The parties agreed to the following terms:~~

- ~~1) The Community Behavioral Health Support Services Tiered Assignment structure will be effective on July 1, 2024, for new clients. Residents currently receiving Behavioral Health Personal Care (BHPC) will be evaluated for transition for 1915(i) state plan services and paid in accordance with Attachment A on the following schedule:~~

- ~~• July 1, 2024 – 25% of BHPC Residents who are eligible for 1915(i) services~~

- ~~• September 30, 2024 — an additional 25% of BHPC Residents who are eligible for 1915(i) services~~
- ~~• November 30, 2024 — an additional 25% of BHPC Residents who are eligible for 1915(i) services~~
- ~~• January 31, 2025 — the remaining 25% of BHPC Residents who are eligible for 1915(i) services~~

~~2) The Tiered Assignment Rate Structure is outlined on Attachment A and will be the rate used for these services, subject to CMS approval.~~

~~3) Billing Modality: HCA will contract with a clearinghouse to be the single point of contact between the Adult Family Home Provider's and the MCO's for billing for services rendered. While HCA works to implement a clearing house the following provisions apply:~~

~~A. HCA will facilitate a standard spreadsheet process to submit 1915(i) related claims to the MCOs. This spreadsheet will be a standard template and include the same data elements as a standard social services claim, except for diagnosis code (this will not change from week to week) and a modifier that will indicate which tiered rate the client is assigned.~~

~~B. HCA will provide the following support:~~

- ~~1) Assist with AFHs with creating a template for their residents so providers would have to update one or two on a weekly basis, for example dates of service. There will be many elements that will not change week to week.~~
- ~~2) The number of claims submitted by AFHs will be provided to the Council.~~
- ~~3) The HCA will convene weekly rapid response support calls to AFHs who have questions about the claims process or questions for the MCOs.~~

~~C. As the facilitator for the Clearinghouse contract, HCA will ensure that the following data points are captured by the clearinghouse and that this data is submitted to the AFHC monthly:~~

- ~~1) The number of claims submitted by AFHs~~
- ~~2) The number of claims that needed technical assistance to ensure accuracy.~~
- ~~3) The speed by which claims are submitted from the clearinghouse to the MCS's, eg: AFH submits the claim to the clearinghouse then submits the claim with X# of days.~~

~~4) The Health Care Authority is committed to be transparent about program aggregate data. HCA will provide a monthly report to the AFHC, that provides the following data points:~~

- ~~A. Names of each AFH receiving CBHS~~
- ~~B. The MCO's associated with each AFH~~
- ~~C. Total number of residents receiving CBHS~~
- ~~D. Total number of authorizations per tier~~

~~The data report information above is being shared for contract administration purposes and the AFHC agrees the information will not be re-disclosed or shared and will not be used to identify individual clients.~~

~~The council understands that the report will be based on the data available at the time the report is due. The parties will meet within the first quarter to discuss any data or reporting challenges related to the delivery of this report.~~

~~5) HCA and the Council will meet quarterly to discuss any issues that may arise in the implementation of the program and discuss additional data that will be provided by the agency through December 31, 2025. The council will share concerns with HCA ten (10) business days in advance of the meeting.~~

~~6) HCA will ensure that MCO led provider training or symposium meetings include comprehensive provider training that includes at a minimum:~~

- ~~A. Overview of the Explanation of Benefit (EOB) statement~~
- ~~B. The MCO provider appeal process~~
- ~~C. HCA's post implementation Rapid Response process~~
- ~~D. When and how to contact HCA's Managed Care Contract and Compliance team~~

~~7) HCA will publish clear criteria about what assessment elements shall be utilized for authorizing residents to an appropriate tier within the tiered rate structure outlined on Attachment A. Once this information is available, the document will be shared with the AFHC and all bargaining unit members.~~

~~This information is being shared with the AFHC for informational purposes only and the content of the document is not subject to bargaining.~~

Attachment A

Community Behavioral Health Support Services (Supportive Supervision and Oversight)

Per Diem Add-On Rates

Effective July 1, 2024, Managed Care Organizations who are contracted through the Health Care Authority for Behavioral Health Personal Care services, shall pay adult family home providers serving Medicaid enrollees through a contract at the tiered assignment rate listed below for protective supervision and oversight.

Note: This payment is a per diem that is paid based upon the agreed to plan of care for the individual. The plan includes determination of the level of service hours necessary based upon behaviors displayed and agreed upon tier necessary.

Tier Assignment	Number of Hours served on a per day basis	Daily Rate
Tier 1	.5-2	\$36.30
Tier 2	2.1-6	\$98.01
Tier 3	6.1-10	\$194.81
Tier 4	10.1-15	\$303.71

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2025-2027 budget.

Tier 5	15.1-20	\$424.71
Tier 6	20.1-24	\$528.00

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE HEALTH CARE AUTHORITY
AND
THE ADULT FAMILY HOME COUNCIL**

Clearinghouse

The Health Care Authority (HCA) anticipates initiating the procurement process for a claims clearinghouse in the Fall 2024 and having a contract in place by Spring 2025. The Clearinghouse will be the Adult Family Home provider's main point of contact for claims processing within the managed care delivery system. AFH providers will submit their Community Behavioral Health Supports and the Intensive Behavioral Supportive Supervision services claims for Managed Care enrollees directly to the clearinghouse for processing.

HCA is committed to maintaining communication with the Adult Family Home Council related to the progress in securing the contract with a clearinghouse and the timelines associated with the process. As HCA develops its Request for Proposal (RFP) it will ask the Council for feedback on developing RFP questions related to provider training and support.

HCA will provide the following information:

A. Data and Reporting

HCA will ensure that the following data points are available to the AFHC on a regular basis, depending on the vendor's capabilities:

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

Enhancements to Resident Information Provided to AFH Providers

In response to concerns raised by the Adult Family Home Council (AFHC) related to communications with AFH providers about Medicaid resident program eligibility and notice of assignment of case managers, the Department of Social and Health Services (department) agrees to the following:

Financial Eligibility Review Period

- a) The department will evaluate the feasibility of adding a financial eligibility period on the client's plan of care. The department will communicate to the AFHC whether this functionality is feasible by January 1, 2026.
- b) In the event this functionality is determined feasible and can be prioritized and implemented within the department's available resources, the department will also communicate an implementation date by January 1, 2026.

Primary Case Manager Assignment

- a) The department will evaluate the feasibility of creating functionality to notify AFH providers when there is a change in the primary case manager for the department resident in their care. The department will communicate to the AFHC whether this functionality is feasible by January 1, 2026.
- b) In the event If this functionality is determined feasible and can be prioritized and implemented within the department's available resources, the department will also communicate an implementation date by January 1, 2026.

This MOU will expire on June 30, 2027.

TENTATIVE AGREEMENT REACHED

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

Extended Social Leave Policy

No later than June 30, 2026, the department shall convene listening sessions with stakeholders to review criteria related to social leave use beyond the current limit of 18 days. This conversation shall review:

- The adequacy of an eighteen (18) day benefit
- The criteria and process for requesting days beyond 18
- The impact on the residents and families
- The impact on the Adult Family Home

[The department will remove reference to ETRs in current policy and review the Social Leave policy, considering feedback from the listening sessions.](#)

This MOU will expire on June 30, 2027.

TENTATIVE AGREEMENT REACHED

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer

For the Union

/s/ 7/31/2024

/s/ 7/31/2024

Brenda Moen, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

John Ficker, Executive Director
Adult Family Home Council